

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

BANKUNITED, FSB,

Plaintiff,

v.

GERI A. PURSEL; RICHARD A. PURSEL;
ADVANTAGE FINANCIAL PARTNERS,
LLC; UNKNOWN OWNERS AND NON-
RECORD CLAIMANTS,

Defendants.

ADVANTAGE FINANCIAL PARTNERS, LLC,

Third-Party Plaintiff,

v.

PROSPER BELIZAIRE,

Third-Party Defendant.

Case Number: 2009 CH 04652

Calendar 60

Honorable William B. Sullivan,
Judge Presiding

Property Address:
3719 West Wabansia Avenue
Chicago, Illinois 60647

MEMORANDUM OPINION AND ORDER

WILLIAM B. SULLIVAN, Circuit Judge:

Before the Court is Third-Party Plaintiff ADVANTAGE FINANCIAL PARTNERS, LLC's ("Advantage") Corrected Motion for Summary Judgment pursuant to 735 ILCS 5/2-1005 and Third-Party Defendant PROSPER BELIZAIRE's ("Belizaire") Motion for Summary Judgment pursuant to 735 ILCS 5/2-1005. For the following reasons, Advantage Financial Partners, LLC's Corrected Motion for Summary Judgment is hereby DENIED with prejudice. Furthermore, for the following reasons, Prosper Belizaire's Motion for Summary Judgment is hereby GRANTED.

BACKGROUND

This case presents nearly sixteen years of facts and over fourteen years of litigation history which warrant review prior to the Court engaging in a discussion of how these facts and procedure fit into the pending cross motions for summary judgment currently before the Court.

On August 20, 2007, Geri and Richard Pursel ("the Pursels") purchased the property located at 3719 West Wabansia Avenue in Chicago, Illinois 60647 ("the property") from Advantage. This is the property which is the subject of this litigation. On the same date, the Pursels executed and delivered a \$234,000 promissory note ("the BankUnited note") to Plaintiff BankUnited, FSB ("BankUnited"). Additionally, the Pursels executed a mortgage ("the BankUnited mortgage") to secure the BankUnited note by pledging a lien interest in the property to BankUnited on the same date.

Four days later, on August 24, 2007, the Pursels executed and delivered a \$60,000 non-recourse promissory note ("the Advantage note") to Advantage under a home equity line of credit ("HELOC"). To secure the Advantage note, the Pursels executed and delivered a second mortgage on the property to Advantage pledging a subordinate lien interest in the property. These are the note and mortgage which are the subject of this litigation.

Approximately eighteen months later, on February 4, 2009, BankUnited filed a complaint to foreclose the property, properly naming the Pursels and Advantage as defendants. No party having appeared and the Court believing at the time to have jurisdiction over the defendants, the Court entered a default judgment and a judgment of foreclosure against both the Pursels and Advantage. On February 2, 2010, the property was sold at a judicial sale to BankUnited via a credit bid; subsequently, on April 7, 2010, the judicial sale was confirmed, and the Court entered an order approving the judicial sale. So

far, nothing would seem to be out of the ordinary, and the case proceeded in what appeared to be a relatively typical fashion for a mortgage foreclosure case in Cook County.

Now is where the factual and procedural complexities begin to arise. A few months after confirmation of the judicial sale, on September 22, 2010, BankUnited, the then owner of the property, sold the property via a special warranty deed to Belizaire. This deed was recorded on October 13, 2010.

Three years after the sale of the property to Belizaire, on September 3, 2013, Advantage filed a petition pursuant to 735 ILCS 5/2-1401 (the "1401 petition") for relief from the default judgment and the judgment of foreclosure entered against it in the underlying foreclosure case filed by BankUnited. Advantage argued that it was improperly served with process, thus rendering any judgment entered against it as void as the Court lacked personal jurisdiction over it to extinguish its lien on the property. On December 10, 2013, Advantage filed an amended petition. Belizaire was never named as a party to either the original petition or the amended version. Advantage only named the parties to the original foreclosure case.¹

On July 3, 2014, Judge Michael T. Mullen entered an order granting Advantage's 1401 petition, in which the Court "reluctantly" found "that there was no proper service upon Advantage." Thus, Judge Mullen quashed service on Advantage, vacated the default judgment and the judgment of foreclosure solely as to Advantage, and specifically let stand the judicial sale and order confirming the judicial sale. Thereafter, as a result of service upon Advantage having been quashed by the Court, BankUnited effectuated service of its foreclosure complaint upon Advantage.

¹ In 2018, the legislature amended the statute to require in 735 ILCS 5/2-1401(b) that to reopen a foreclosure proceeding, the petitioner "must include as parties to the petition [...] all parties in the original action in addition to the current title holders of the property;" however, at the time of the filing of the petition in 2013, Advantage was under no statutory duty to name Belizaire as a party to its 1401 petition.

Years later, on June 9, 2017, Advantage filed, in response to BankUnited's foreclosure complaint, a cross claim against the Pursels and a third-party complaint against Belizaire attempting to foreclose its second in priority mortgage lien on the property stemming from the original non-recourse HELOC extended to the Pursels. This is the initial third-party complaint which is the subject of Advantage's instant ancillary suit against Belizaire. Advantage then settled its cross claim against the Pursels and on September 7, 2017, Advantage's cross claim against the Pursels was dismissed with prejudice.

Thereafter, on October 26, 2017, Advantage filed an amended answer to BankUnited's foreclosure complaint and again included within it a third-party complaint against Belizaire attempting to foreclose its second in priority mortgage lien on the property stemming from the original non-recourse HELOC extended to the Pursels. As the Pursels were dismissed previously with prejudice, Advantage did not name them as parties.

On November 16, 2017, Belizaire moved to dismiss the third-party complaint. He argued that the Pursels were necessary parties to the case, and since they were previously dismissed with prejudice and not joined to the amended third-party complaint, that the action against Belizaire could not exist and thus should be dismissed. On January 31, 2018, this Court granted Belizaire's motion to dismiss with prejudice for failure to join a necessary party.

Subsequently, on June 4, 2018, Belizaire moved for leave to file a counterclaim against Advantage to quiet title. This Court granted Belizaire leave to file the counterclaim which was filed on June 6, 2018.

On September 18, 2018, by agreement, this Court entered an order certifying, pursuant to Illinois Supreme Court Rule 304(a), its January 31, 2018, dismissal order for interlocutory appeal, and on August 7, 2019, the First District Appellate Court of Illinois entered an Illinois Supreme Court Rule 23 written order which reversed this Court's January

31, 2018, dismissal order and which remanded the case for further proceedings to the Circuit Court of Cook County.

On remand, Belizaire filed an answer to Advantage's third-party complaint along with four affirmative defenses and three counterclaims.

On January 9, 2023, Advantage filed its Corrected Motion for Summary Judgment now before the Court, and on January 31, 2023, Belizaire filed his own Motion for Summary Judgment which is also presently before the Court. On February 7, 2023, both parties' motions for summary judgment were presented before the Court, and a briefing schedule order was entered setting both motions for a joint hearing on April 11, 2023.

The Court heard oral arguments on both parties' cross motions for summary judgment on April 11, 2023, at 2:30 PM, which lasted approximately 35 minutes. During the hearing, the Court, in its line of questioning directed toward Advantage's attorney, stressed its concerns regarding the lack of facts and evidence presented by Advantage in support of its Corrected Motion for Summary Judgment and in response to Belizaire's Motion for Summary Judgment. Midway through the hearing, assuming that the Court seemed unsatisfied with its arguments and discontent with the evidence presented given the Court's line of questioning, counsel for Advantage then orally moved the Court to withdraw its Corrected Motion for Summary Judgment. Counsel for Belizaire objected as arguments were already underway, and the Court denied Advantage's oral motion to withdraw its Corrected Motion for Summary Judgment. The Court then took both motions for summary judgment under advisement for issuance of a written ruling. This is said written ruling.

LEGAL STANDARD

Both Advantage and Belizaire now move this Court for summary judgment pursuant to 735 ILCS 5/2-1005 which permits litigants to move for summary judgment where "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that

there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” 735 ILCS 5/2-1005(c). At summary judgment, “the court does not try issues of fact, but must ascertain if any exist.” *Burns v. City of Chi.*, 2016 IL App (1st) 151925, ¶ 15 (citing *Gilbert v. Sycamore Municipal Hospital*, 156 Ill. 2d 511, 517 (1993)). Summary judgment is a drastic measure and should only be granted when the moving party’s right to judgment is “clear and free from doubt.” *Outboard Marine Corp. v. Liberty Mutual Insurance Co.*, 154 Ill. 2d 90, 102 (1992). “Where a reasonable person could draw divergent inferences from undisputed facts, summary judgment should be denied.” *Id.* However, “summary judgment requires the responding party to come forward with the evidence that it has—it is ‘the put up or shut up moment in a lawsuit.’” *Parkway Bank & Tr. Co. v. Korzen*, 2013 IL App (1st) 130380, ¶ 14 (quoting *Eberts v. Goderstad*, 569 F.3d 757, 767 (7th Cir. 2009)). Additionally, a “mere speculation, conjecture, or guess” is insufficient. *Barrett v. FA Group, LLC*, 2017 IL App (1st) 170168, ¶ 26. Finally, although a plaintiff is not required to prove the merits of the case at summary judgment, necessarily some evidentiary facts in support of its cause of action must be presented. *Calhoun v. Belt Ry. Co.*, 314 Ill. App. 3d 513, 517 (2000).

DISCUSSION

Inter alia, in its motion for summary judgment, Advantage avers that, as a result of Judge Mullen’s *vacatur* order pursuant to its 1401 petition, its mortgage lien on the property still exists and that it is entitled to summary judgment today against Belizaire as the non-recourse Advantage note is still enforceable and thus its mortgage lien on the property continues to encumber the current titleholder’s title to the property. As such, Advantage is seeking to foreclose upon this interest to satisfy a debt that it claims was owed to it by the Pursels and now by Belizaire since Belizaire is the current titleholder to the property.

Advantage argues that it has demonstrated this liability and that it is entitled to the entry of summary judgment on its foreclosure claim brought against Belizaire. The Court disagrees.

Contrarily, Belizaire argues *inter alia* in its motion for summary judgment that Advantage cannot demonstrate the existence of a debt due under its note and mortgage and that coupled with this inability to prove its own case, it is apparent that Belizaire is entitled to the entry of summary judgment on the allegations in Advantage's third-party complaint for foreclosure. The Court agrees.

I. PRELIMINARY MATTERS

The Court starts by turning to analyze a few preliminary matters. First, during oral argument, Advantage's attorney attempted to elucidate that Advantage was only seeking summary judgment as to liability, but nothing in the motion states as such. Advantage's motion purely states "Plaintiff, Advantage Financial Partners, L.L.C., moves for summary judgment against Prosper Belizaire." Additionally, when asked, counsel for Advantage was unable to direct the Court to a place in the motion where it states that Advantage is only seeking judgment as to liability and not as to both liability and damages. Counsel for Advantage only indicated that the fact that Advantage is seeking judgment as to liability alone should have been inferred by the Court. Since the motion is silent as to whether Advantage is seeking judgment as to liability only or as to both liability and damages (which is the norm) and nothing in the motion indicates that the instant motion is a partial motion for summary judgment in any way whatsoever, the Court must assume that Advantage is seeking judgment as to both liability and damages. The Court refuses to narrow the scope of Advantage's motion where it was not explicitly asked to do so in the written and filed motion itself. The Court hereby construes the motion as seeking judgment as to both damages and liability.

Second, while at summary judgment Advantage is under no obligation to prove its case, it must at the minimum assert the facts of its case by presenting evidence to the Court establishing that Belizaire is liable for the damages allegedly incurred by the Pursels' purported non-payment on the note. *Id.* Illinois Supreme Court Rule 113 as well as 735 ILCS 5/15-1504 require that Advantage present a *prima facie* case for foreclosure by attaching as exhibits to its third-party complaint directed against Belizaire a copy of the underlying mortgage and note. Advantage did in fact comport with these requirements; however, this action in and of itself is not a condition which "preordains liability for summary judgment purposes." *Deutsche Bank Nat'l Tr. Co. v. Hopkins*, No. 12-cv-1176, 2014 U.S. Dist. LEXIS 167168, at *12 (C.D. Ill. Dec. 3, 2014). 735 ILCS 5/15-1506(a) states that if a defendant has properly denied the allegations of a plaintiff's foreclosure complaint, "the evidence to support the allegations of the complaint shall be taken in open court."

Next, the Court agrees with Belizaire that upon Belizaire's filing of his answer to Advantage's third-party complaint pleading a lack of sufficient information or knowledge to form a belief as to many of the complaint's unverified allegations, it became compulsory for Advantage to come forward with more evidence to further establish these allegations. Advantage did not.

Finally, in an attempt to better understand the claim brought against him, Belizaire, in discovery, requested 23 categories of documents from Advantage. In response, Advantage produced copies of the underlying mortgage and note (both of which Belizaire already had a copy since they were attached to the third-party complaint) and a settlement statement prepared for the BankUnited loan closing. Advantage produced no ledgers, spreadsheets, computer printouts, checks, bank statements, wire advances, balance sheets, monthly invoices, payment schedules, or any other document or testimonial evidence demonstrating any sort of advance or payment made under the Advantage note. Additionally, Randy Rantz,

Advantage's manager, admitted under oath during his deposition that other than that which was provided in discovery, all other documents were destroyed *after* Advantage had filed its third-party complaint. Such spoliation of evidence leads this Court to infer that if the documents had been produced, they would be unfavorable to Advantage. *Midwest Trust Services, Inc. v. Catholic Health Partners Services*, 392 Ill. App. 3d 204, 209 (1st Dist. 2009).

II. ADVANTAGE'S CORRECTED MOTION FOR SUMMARY JUDGMENT

The Court now focuses on analyzing the arguments in Advantage's Corrected Motion for Summary Judgment. In its motion, Advantage merely spends slightly over one page of its eight-page motion trying to argue why it is entitled to summary judgment on its foreclosure claim. In its peculiarly short affirmative argument, Advantage cites to only four items (some of which are not even evidentiary in nature and cannot be put forth to demonstrate the truth or veracity of the matters asserted):

- (1) Exhibit A: Advantage's Answer and Third-Party Complaint along with their exhibits:
 - (a) Exhibit 1: The Advantage Mortgage
 - (b) Exhibit 2: The Advantage Note
 - (c) Exhibit 3: The Settlement Agreement executed between the Pursels and Advantage
- (2) Exhibit B: Two pages of Geri Pursel's deposition
- (3) Exhibit D: The BankUnited Note
- (4) Exhibit E: The BankUnited Complaint directed against the Pursels and Advantage

These four items fail entirely to establish the essential allegations Advantage asserts regarding Belizaire's purported liability pursuant to its claim for foreclosure. The Court now addresses each of Advantage's statements in turn.

To begin, Advantage avers that "the amount now due includes \$39,000 advanced [...] plus accrued interest, attorney fees, and litigation costs," and then cites to its own answer and third-party complaint in its entirety along with all its exhibits. Nothing in those documents other than its own pleadings *alleging* an amount due serve to demonstrate that this is *actually* the amount due. Additionally, the pleading itself cannot be taken as evidence,

and even if the documents attached to the pleading itself could be taken as evidence, there is no verification nor affidavit presented establishing the foundation of these documents.

Second, Advantage states that “the Pursels never paid anything on the \$39,000 debt,” and then cites to merely two pages of Geri Pursel’s deposition. While in this portion of the deposition Geri Pursel says that she and her husband never paid any of the principal and interest on the *BankUnited* loan, this portion of the deposition fails to articulate anything *vis-à-vis* the Pursels non-payment of any amount on a \$39,000 debt supposedly owed to *Advantage*.

Next, Advantage contends that “beginning on October 1, 2007, Advantage paid \$1,462.50 per month to BankUnited on behalf of the Pursels,” and then cites to page 1 of BankUnited’s note. The BankUnited note might serve to demonstrate that the Pursels had monthly payment obligations in the amount of \$1,462.50 to BankUnited, but it is completely silent as to who, if anyone, paid that amount never mind that Advantage paid that amount on the Pursels’ behalf to BankUnited.

In a similarly unsubstantiated way, in the following sentence of its motion, Advantage says that it “made its final payment in July of 2008, nine payments in total that amounted to \$13,162.50” and then cites to page 2 of BankUnited’s complaint. Here, BankUnited simply alleges that the default date was July of 2008. We know that the Pursels did not pay BankUnited during this 9-month period based on Geri Pursel’s deposition discussed *supra*, but this Court lacks any evidence that Advantage advanced or paid this amount on behalf of the Pursels.

Subsequently, Advantage asserts that it is owed principal of \$52,162.50 plus interest at 1%, but again only cites to its own pleading, which is not evidence, and about which Belizaire has stated he lacks sufficient information.

This is all that Advantage states to affirmatively support its claim for foreclosure against Belizaire.

Advantage has entirely failed to come forward with any evidence or establish any facts to properly present a cause of action for foreclosure at the outset. It fails to support many of its allegations essential to demonstrate liability let alone damages under the subject mortgage and note. On top of that, assuming *arguendo* that such liability or damages under the subject note and mortgage was demonstrated (and it was not), Advantage also failed to illustrate that any liability or damages under the subject mortgage and note would extend to Belizaire.

In the remaining pages of Advantage's motion, Advantage attempts to defeat Belizaire's four affirmative defenses and three counterclaims. As Advantage has not established its own claim for foreclosure, the Court need not discuss or analyze the arguments presented regarding Belizaire's affirmative defenses as to the foreclosure claim and thus all four of Belizaire's affirmative defenses are hereby stricken as moot.

On a final note, apropos Advantage's oral motion to withdraw its Corrected Motion for Summary Judgment made during the April 11, 2023, hearing, it is inequitable for Advantage to have been able to test the waters by facing what it likely perceived to be a hostile line of questioning and a Court unsympathetic towards its position; and then be allowed, in an oral motion made partway through the hearing, to withdraw its Corrected Motion for Summary Judgment. Drawing a parallel to an auto race, a driver or team whose racecar suffered a mechanical failure during the race does not get to repair the mechanical failure and call for a restart to the race after the race has begun, as all cars should be fully prepared for the race at the initial start. Permitting a restart of the race at that stage would be unfair to the other drivers and teams whose racecars were fully prepared at the outset and which suffered no mechanical failures during the race. Likewise, here, for the same reasoning, it would be

inequitable for this Court to give Advantage a second bite of the proverbial apple or allow a restart to the race. Thus, the Court denied Advantage's oral motion to withdraw its Corrected Motion for Summary Judgment.

III. BELIZAIRE'S MOTION FOR SUMMARY JUDGMENT

Pivoting now to Belizaire's motion, in one of his arguments², he spends approximately two pages delineating that he is entitled to summary judgment in light of the fact that Advantage has failed to demonstrate the existence of a debt due under the Advantage note and mortgage.

Summary Judgment is the "put up or shut up moment in a lawsuit," and in its response to this argument, Advantage merely writes one paragraph comprising three sentences essentially saying that the existence of a recorded mortgage and note is sufficient grounds to determine liability. *Korzen*, 2013 IL App (1st) 130380, at ¶ 14. While these documents demonstrate that a lien *might* exist on the property, nothing in them serves to show that any amounts were in fact advanced by Advantage on the Pursels' behalf on the BankUnited loan or that the Advantage note is in default at all. Advantage has failed to show any facts indicating that not only does such a mortgage encumbrance exist, but that there was even a default under it, and that Advantage is entitled to foreclose upon it.

Clearly, Advantage has failed to "put up" since Advantage has shown no facts or evidence in response to Belizaire's motion for summary judgment indicating that a claim for foreclosure exists. Thus, there are no genuine issues as to any material fact as there are no facts—none—presented to substantiate Advantage's foreclosure claim against Belizaire in the first place. *Id.*

² The Court chooses to analyze only this one argument and does not comment or make any determination as to the credibility or potential viability or success of the other arguments raised by Belizaire as the Court believes that Belizaire's motion may be decided on this one dispositive argument alone.

IV. HOLDING

Accordingly, the Court finds that there are no genuine issues of material fact with respect to Belizaire's liability on Advantage's foreclosure claim as Advantage fails to demonstrate any evidentiary foundation for a ruling contradictory to this. Thus, the Court holds that entry of summary judgment in Belizaire's favor and against Advantage is not only appropriate but obligatory here as any other holding would be untenable.

Moreover, since supplementary business records to assist in evidencing the foreclosure claim have not been presented by Advantage despite the discovery requests for them from Belizaire; since Rantz admitted that additional records have been destroyed from which the Court can infer that if they were produced they would be unfavorable to Advantage, *Catholic Health Partners Services*, 392 Ill. App. 3d at 209; and since there have been fourteen years of protracted litigation (six years of which have involved Belizaire) devouring an extraordinary amount of judicial resources at both the trial and appellate court levels (so much so that this is the third written opinion in the case); the Court is left with no equitable choice but to find that allowing the litigation to continue at this point would be highly unjust towards Belizaire. As Advantage has failed to establish its own case, failed to "put up" in its response to Belizaire's motion, and given the injustice to Belizaire if Advantage were permitted to bring this motion anew, it is time for Advantage to cease its efforts. *Korzen*, 2013 IL App (1st) 130380, at ¶ 14. Accordingly, Advantage's Corrected Motion for Summary Judgment is denied with prejudice.

Therefore, the August 24, 2007, \$60,000 non-recourse promissory note the Pursels executed and delivered to Advantage under a home equity line of credit extended to the Pursels is hereby deemed unenforceable. By operation of law, since the underlying debt has been deemed unenforceable, any and all mortgage liens Advantage Financial Partners, LLC

has or might have encumbering the property subject of this litigation are hereby extinguished and Prosper Belizaire's title to the property subject of this litigation is hereby quieted.

Regarding Belizaire's counterclaims, since this Court has entered judgment against Advantage and in Belizaire's favor, has deemed the note unenforceable, has extinguished Advantage's mortgage lien on the property, and has already quieted title in Belizaire, all of Belizaire's counterclaims directed against Advantage, similarly to its affirmative defenses, are hereby stricken as moot.

Additionally, pursuant to 735 ILCS 5/15-1510(a), the Court "may award reasonable attorney's fees and costs to the defendant who prevails in a motion [...] in the foreclosure action." Thus, Advantage is hereby found liable to Prosper Belizaire for all reasonable attorney's fees and costs he incurred associated with litigating this matter.

Consequently, Advantage Financial Partners, LLC's Corrected Motion for Summary Judgment is DENIED with prejudice. Furthermore, Prosper Belizaire's Motion for Summary Judgment is GRANTED.

CONCLUSION

Accordingly, the Court having read and analyzed Advantage's Corrected Motion for Summary Judgment, Belizaire's Response thereto, Advantage's Reply to its motion, Belizaire's Motion for Summary Judgment, Advantage's Response thereto, and Belizaire's Reply to its motion, and the Court having heard oral arguments from both parties supplementing and buttressing the written contents of their respective motions, responses, and replies on April 11, 2023, for the aforementioned reasons, Advantage Financial Partners, LLC's Corrected Motion for Summary Judgment is hereby DENIED with prejudice and Prosper Belizaire's Motion for Summary Judgment is hereby GRANTED.

THEREFORE, FOR THE AFOREMENTIONED REASONS, THE COURT HEREBY ORDERS AS FOLLOWS:

- (1) Advantage Financial Partners, LLC's Corrected Motion for Summary Judgment is hereby construed as to be seeking judgment as to both liability and damages on its foreclosure claim brought against Prosper Belizaire in its third-party complaint;
- (2) Advantage Financial Partners, LLC's oral motion to withdraw its Corrected Motion for Summary Judgment made partway through the oral arguments on the instant motions on April 11, 2023, is hereby denied;
- (3) Advantage Financial Partners, LLC's Corrected Motion for Summary Judgment is hereby DENIED with prejudice;
- (4) Prosper Belizaire's Motion for Summary Judgment is hereby GRANTED;
- (5) The Court having granted Prosper Belizaire's Motion for Summary Judgment as to Advantage Financial Partners, LLC's foreclosure claim directed against him, Prosper Belizaire's affirmative defenses as to Advantage Financial Partners, LLC's foreclosure claim directed against him are all hereby stricken as moot;
- (6) The August 24, 2007, \$60,000 non-recourse promissory note that Geri and Richard Pursel executed and delivered to Advantage Financial Partners, LLC under a home equity line of credit extended to Geri and Richard Pursel is hereby deemed unenforceable;
- (7) By operation of law, since the underlying debt has been deemed unenforceable, any and all mortgage liens Advantage Financial Partners, LLC has or might have encumbering the property subject of this litigation are hereby extinguished;
- (8) Title to the property subject of this litigation is hereby quieted in Prosper Belizaire;
- (9) The Court having already granted the relief sought in Prosper Belizaire's prayer for relief in its counterclaims directed against Advantage Financial Partners, LLC, Prosper Belizaire's counterclaims directed against Advantage Financial Partners, LLC are all hereby stricken as moot;
- (10) Within 30 days from the date of entry of this Order, Advantage Financial Partners, LLC is hereby ordered to do the following:
 - (a) Record with the Cook County Recorder of Deeds at its own expense a release of mortgage for the mortgage subject of this litigation on the property subject of this litigation pursuant to the Court's holding herein;
 - (b) File in the Court's record with the Clerk of the Circuit Court of Cook County a copy of the recorded release of mortgage recorded with the Cook County Recorder of Deeds,
 - (c) Send to all parties of record a copy of the recorded release of mortgage recorded with the Cook County Recorder of Deeds, and

- (d) Send to the Court's email address listed below a courtesy copy of the recorded release of mortgage recorded with the Cook County Recorder of Deeds;
- (11) Pursuant to 735 ILCS 5/15-1510, Advantage Financial Partners, LLC is hereby found liable to Prosper Belizaire for all reasonable attorney's fees and costs he incurred associated with litigating this matter;
- (12) This case is hereby set for status on June 12, 2023, at 2:30 PM via Zoom at the below listed Zoom information;
- (13) If Prosper Belizaire chooses to do so, Prosper Belizaire is hereby granted 30 days leave from the date of entry of this Order to file a motion and prove up damages concerning attorney's fees and costs awarded to him in (11) *supra* and may, if filed, piggyback and present this motion on the June 12, 2023, status date set in (12) *supra*;
- (14) If Advantage Financial Partners, LLC believes there to exist a legitimate and non-frivolous basis for this Court to reconsider the entirety or any portion of its judgment rendered herein, and Advantage Financial Partners, LLC in fact chooses to file a motion to reconsider pursuant to 735 ILCS 5/2-1203 in this Court, Advantage Financial Partners, LLC is hereby granted leave to file said motion to reconsider within the statutorily allotted time from the entry of this Order and may, if filed, piggyback and present this motion to reconsider on the June 12, 2023, status date set in (12) *supra*; and
- (15) All courtesy copies for any motion to be presented to the Court by either party on the June 12, 2023, status date set in (12) *supra* shall be submitted by the movant to the Court's email address listed below in strict conformity with the Court's Standing Order no later than 5:00 PM on May 26, 2023.

Zoom Information:

Meeting ID: 810 2556 7672

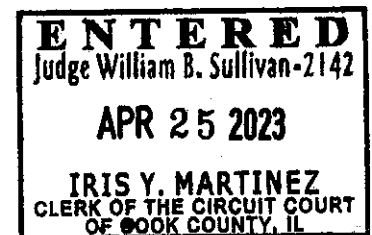
Passcode: 021601

Call-in: (312) 626-6799

IT IS SO ORDERED.

Date: April 25, 2023

ENTERED:



/s/ William B. Sullivan 2142
Honorable William B. Sullivan
Cook County Circuit Judge

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