

2026 IL App (1st) 250550-U
No. 1-25-0550
Order filed October 28, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23 and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT
THIRD DIVISION

NATIONSTAR MORTGAGE LLC, d/b/a MR. COOPER, Plaintiff-Appellee,

v.

SIMEON LEWIS, a/k/a SIMEON WASHA AMEN-RA; INFINITE LIGHT, an Unincorporated Association; CITY OF CHICAGO, an Illinois Municipal Corporation; UNKNOWN OWNERS AND NON-RECORD CLAIMANTS; and UNKNOWN OCCUPANTS, Defendants

(Infinite Light, an Unincorporated Association, Defendant-Appellant).

Appeal from the Circuit Court of Cook County.
Honorable Marian E. Perkins, Judge, Presiding.
No. 2020 CH 01473

PRESIDING JUSTICE QUISH delivered the judgment of the court.
Presiding Justice Lyle and Justice Navarro concurred in the judgment.

ORDER

¶ 1 *Held:* Service on a voluntary unincorporated association by publication was proper under 735 ILCS 5/2-205.1.

¶ 2 After the circuit court entered a mortgage foreclosure judgment in favor of plaintiff Nationstar Mortgage LLC, d/b/a Mr. Cooper (“Nationstar”), and confirmed a subsequent judicial sale of the property at issue, defendant Infinite Light, a voluntary unincorporated association (“Infinite Light”), appeared and filed a motion to quash service, contesting Nationstar’s service on

Infinite Light by publication. Following an evidentiary hearing on the motion to quash, the circuit court denied Infinite Light's motion, finding no defects in Nationstar's service of Infinite Light by publication. For the following reasons, we affirm.

¶ 3 On February 4, 2020, Nationstar filed a complaint to foreclose on a mortgage securing real property at 7236 South Michigan Avenue in Chicago ("the Property"). Defendant Simeon Lewis, who previously owned the Property before deeding it to Infinite Light, was served by substitute service on February 6, 2020. On February 26, 2020, Nationstar filed an affidavit for service by publication under section 2-206 of the Code of Civil Procedure ("Code") (735 ILCS 5/2-206) (West 2020)), in which its attorney, Randal Berg, averred that the last known address for Infinite Light, an unincorporated association, was P.O. Box 198891 in Chicago and that appropriate representatives of Infinite Light or its place of residence could not be located. Berg also stated that an affidavit of due diligence was attached, but no such attachment appears in the record.

¶ 4 An affidavit of due diligence executed by Stephan Jenkins of ProVest Services LLC, dated February 13, 2020, was later attached as an exhibit to Nationstar's October 18, 2021, motion for judgment against Infinite Light. Jenkins averred that he was unable to discover Infinite Light's place of residence after performing a diligent inquiry that consisted of searching a telephone directory and searching a national secretary of state database, and he made "other inquiries" revealing no listings for registered agents, registered officers, or a corporate property address. On March 16, 2020, Nationstar filed a Certificate of Publication reflecting that notice of the action had been published in the Chicago Daily Law Bulletin on February 28, March 6, and March 13, 2020. A copy of a postcard mailed from the Clerk of the Circuit Court to Infinite Light at P.O. Box 198891, which contained a return-to-sender stamp stating, "Attempted – Not Known, Unable to Forward," was filed April 3, 2020.

¶ 5 Lewis appeared and participated in the lawsuit. He initially filed a motion to quash service on him, which was denied. The circuit court later granted Nationstar's motion for summary judgment against Lewis and entered a judgment of foreclosure against him on January 28, 2022. Lewis appealed. In *Nationstar Mortgage LLC v. Lewis*, 2026 IL App (1st) 250466-U, this court affirmed. The Illinois Supreme Court denied Lewis' petition for leave to appeal on September 30, 2026.

¶ 6 Meanwhile, the circuit court also entered judgment against Infinite Light and a judicial sale was conducted in June 2022. Nationstar was the successful bidder. The court confirmed the sale on November 2, 2023.

¶ 7 Also on November 2, 2023, counsel for Infinite Light filed his appearance. On November 15, 2023, Infinite Light filed a motion to quash service of process, arguing that Nationstar's service by publication was insufficient because its affidavit merely recited statutory language without providing additional detail, Jenkins' due diligence affidavit could not be used to support the affidavit for service by publication because it was only filed later with Nationstar's motion for judgment, and Nationstar did not conduct a diligent inquiry. Infinite Light cited affidavits from two residents of the Property averring that no process server ever contacted them about Infinite Light or this lawsuit and no notices were posted at the Property.

¶ 8 In response, Nationstar argued that its affidavits satisfied statutory requirements and that service by publication was the only possible method of service because Infinite Light had no office, street address, or publicly available documents identifying any officers or agents. Nationstar asserted that the only publicly available document regarding Infinite Light was the quitclaim deed transferring the Property from Lewis to Infinite Light, but that document did not identify Infinite Light's street address, officers, or agents. The deed was attached to Nationstar's response, and it

contains Lewis' signature as the seller/grantor. Accompanying the deed was a Statement by Grantor and Grantee. The signature line for "Grantee or Agent" was signed "Infinite Light," and Infinite Light's grantee statement was sworn to by Lewis. In its reply, Infinite Light argued that Lewis' signature swearing to the grantee's statement was evidence that Lewis was an agent of Infinite Light and thus, Nationstar was required to attempt personal service on Lewis before resorting to service by publication.

¶ 9 After the parties completed discovery, the court found a material issue of fact and held an evidentiary hearing on the motion to quash. No transcript of the hearing appears in the record, but the court set forth some of the testimony in its ruling. In particular, the court recounted that Ben Baldwin, a manager at ProVest, testified that Stephan Jenkins was no longer employed at ProVest, but he had personal knowledge of Jenkins' work. Baldwin testified that "there were no listings for Infinite Light, An Unincorporated Association through the Secretary of State website, telephone company, nor any listed Registered Agents or Registered Officers." Baldwin also confirmed that Infinite Light's quitclaim deed listed its address as P.O. Box 198891. The court further recounted that Randal Berg, Nationstar's attorney, testified that the quitclaim deed conveyed the Property from Lewis to Infinite Light and that Lewis "signed upon the line designated for the 'Grantor' [sic] or 'Agent.'"

¶ 10 Following the evidentiary hearing, the court found that, under section 2-205.1 of the Code (735 ILCS 5/2-205.1 (West 2020)), which governs the service of process on voluntary unincorporated associations, it was legally appropriate and sufficient for Nationstar to elect to serve Infinite Light by publication. Further, the court found that Jenkins "executed due diligence in his search for Infinite Light" and only discovered P.O. Box 198891, which was neither an office address nor an address of any officer of the association. The court also found that Nationstar was

unable to personally serve an officer of Infinite Light because none was registered with the Secretary of State and Nationstar could not have served an agent at Infinite Light's office because no agent was registered. Similarly, the court rejected Infinite Light's argument that Lewis' signature on the grantee statement attached to the quitclaim deed established that he should be recognized as a registered agent, finding that a registered agent is normally on record with the Secretary of State, which Lewis was not. The court ultimately denied Infinite Light's motion to quash, finding that Infinite Light did not meet its burden and Nationstar's affidavits and service by publication complied with the statutory requirements and were not defective. Infinite Light appeals.

¶ 11 The sole issue in this appeal is whether Nationstar could serve Infinite Light, a voluntary unincorporated association, by publication under section 2-205.1 of the Code. To enter a valid judgment, the circuit court must have jurisdiction over both the subject matter and the parties. *BAC Home Loans Servicing, LP v. Mitchell*, 2014 IL 116311, ¶ 17. The failure to effect service of process deprives the court of jurisdiction over the defendant and renders a subsequent default judgment void. *Bank of New York Mellon v. Karbowski*, 2014 IL App (1st) 130112, ¶ 12.

¶ 12 When a motion to quash service of process is filed more than 30 days after a judgment, as Infinite Light's motion was in this case, it is construed as a petition to vacate a void judgment under section 2-1401 of the Code (735 ILCS 5/2-1401 (West 2022)). See *OneWest Bank, FSB v. Topor*, 2013 IL App (1st) 120010, ¶¶ 14-15. Because the court held an evidentiary hearing on Infinite Light's motion, we employ a mixed standard of review. See *Department of Healthcare & Family Services ex rel. Sanders v. Edwards*, 2022 IL App (1st) 210409, ¶ 44. We review the court's findings of fact deferentially under the manifest weight of the evidence standard, reversing “only when the opposite conclusion is clearly evident or where the factual findings upon which it is based

are unreasonable, arbitrary, or not based on the evidence.” *Id.* (quoting *1350 Lake Shore Associates v. Randall*, 401 Ill. App. 3d 96, 102 (2010)). Meanwhile, we apply *de novo* review to the court’s legal conclusions. *Id.*

¶ 13 The service of process on a voluntary unincorporated association is governed by section 2-205.1, which sets forth three options for a plaintiff:

“A voluntary unincorporated association sued in its own name may be served by leaving a copy of the process with any officer of the association personally or by leaving a copy of the process at the office of the association with an agent of the association. A voluntary unincorporated association sued in its own name may also be notified by publication and mail in like manner and with like effect as individuals.” 735 ILCS 5/2-205.1.

¶ 14 Regarding publication, section 2-206(a-5) of the Code (735 ILCS 5/2-206(a-5) (West 2020)) provides, in relevant part, that, in a mortgage foreclosure action, service may be accomplished through publication when the plaintiff files “an affidavit showing that the defendant *** on due inquiry cannot be found, *** so that process cannot be served upon him or her, and stating the place of residence of the defendant, if known, or that upon diligent inquiry his or her place of residence cannot be ascertained.”

¶ 15 Infinite Light argues only that Nationstar was required to attempt service on Infinite Light through its agent, Lewis, before it could serve by publication under section 2-205.1, and thus, because Nationstar did not do so, service by publication was inappropriate. Nationstar responds that service by publication was proper because its affidavits demonstrated compliance with statutory due diligence requirements and Infinite Light failed to show that it could have discovered an officer who could have been personally served or an office where service could have been made

upon an agent. We agree with Nationstar that service by publication was appropriate in this case and the court properly denied Infinite Light's motion to quash.

¶ 16 The plain language of section 2-205.1 defeats Infinite Light's argument that Nationstar was obligated to attempt personal service on Lewis first before serving by publication. See *Dew-Becker v. Wu*, 2020 IL 124472, ¶ 12 ("The fundamental rule of statutory interpretation is to ascertain and give effect to the legislature's intent, and the best indicator of that intent is the statutory language, given its plain and ordinary meaning."). Section 2-205.1 provides that a voluntary unincorporated association *may* be served in one of three ways: (1) "by leaving a copy of the process with any officer of the association personally," (2) "by leaving a copy of the process at the office of the association with an agent of the association," or (3) "by publication and mail in like manner and with like effect as individuals." 735 ILCS 5/2-205.1. The plain language of the statute does not establish a priority of order of the three methods of service.

¶ 17 The first option allows for personal service only on "any officer." It does not allow personal service on an agent of the association. See *Plaintiffs A, B, C, D, E, F v. Jiang Zemin*, 282 F. Supp. 2d 875, 885 (N.D. Ill. 2003) ("Under this provision, service on any agent of [the defendant] is insufficient; rather, service must be effected through an officer."). Infinite Light contends only that Lewis was an agent of the association and not that he was an officer, thereby removing option one.

¶ 18 In contrast to the first, the second option allows for service on "an agent," but, importantly for the present case, it specifies that such service must be made "at the office of the association." Infinite Light never provided any evidence that it had an office. Rather, the only address associated with the association that appears in the record is P.O. Box 198891, which is obviously not an office where an agent would be present. Further, although Infinite Light argues that Nationstar should have "hand served" Lewis at the Property, it cites no evidence that Infinite Light had an office at

that address. Accordingly, option two, and its allowance for service on an agent at the association's office, was not available to Nationstar. That left only option three, service by publication. Notably, although in the circuit court it contested the sufficiency of Nationstar's affidavits, on appeal, Infinite Light does not argue that there were any defects in Nationstar's affidavits or service by publication. Therefore, it forfeited any such arguments. See *Cundiff v. Patel*, 2012 IL App (4th) 120031, ¶ 22.

¶ 19 Because it has not shown that it was possible for Nationstar to personally serve an officer of the association or to serve an agent at an office of the association, Infinite Light failed to demonstrate that service by publication was improper. We therefore affirm the circuit court's order denying Infinite Light's motion to quash service of process.

¶ 20 Affirmed.