

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

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

MARIA D. CHAVEZ-ESPINOZA,	)	
	)	Appeal from the Circuit Court
Plaintiff-Appellant,	)	of Cook County.
	)	
v.	)	No. 2022 L 005030
	)	
DANIEL SALGADO,	)	The Honorable
	)	Jerry A. Esrig,
Defendant-Appellee.	)	Judge Presiding.
	)	
	)	

JUSTICE REYES delivered the judgment of the court.
Justices McBride and Van Tine concurred in the judgment.

ORDER

- ¶ 1 *Held:* The trial court’s judgment in favor of defendant following a directed finding in his favor is affirmed, where the trial court’s determinations were not against the manifest weight of the evidence.
- ¶ 2 Plaintiff Maria D. Chavez-Espinoza owned three residential properties which were held in a land trust. In 2021, plaintiff transferred the properties out of the land trust to defendant Daniel Salgado, her grandson. Plaintiff, however, subsequently claimed that she had believed she was signing loan documents and was unaware that she was transferring the properties to defendant, as she spoke no English and had limited literacy. Consequently, plaintiff filed suit against

defendant. After a bench trial, the trial court entered a directed finding in favor of defendant, and plaintiff now appeals. For the reasons that follow, we affirm the trial court’s judgment.

¶ 3

BACKGROUND

¶ 4

Complaint

¶ 5

On June 6, 2022, plaintiff filed a complaint against defendant, her grandson, alleging that she was the sole beneficiary of a land trust which held title to three parcels of real property: one on Keystone Avenue in Chicago (the Keystone property), one on Hamlin Avenue in Chicago (the Hamlin property), and one in Lyons, Illinois (the Lyons property). Plaintiff alleged that she needed funds to make improvements to the three properties and to pay real estate taxes, and defendant informed her that he had arranged for her to receive a loan. On May 21, 2021, plaintiff, who spoke only Spanish and had a limited education, was taken by defendant to the law offices of Mark Edelstein.

¶ 6

At the meeting, defendant served as translator between plaintiff, who spoke no English, and Edelstein, who spoke no Spanish; the three were the only ones present at the meeting. Prior to the meeting, Edelstein had prepared three “directions to convey” which would convey each of the properties out of the land trust and to defendant; plaintiff alleged that she had not directed Edelstein to prepare such documents. Plaintiff signed the documents, which were in English, but alleged in her complaint that she believed, based on defendant’s representations, that she was signing loan documents. She further alleged that, “[h]ad [she] known she was signing directions to convey The Properties solely to [defendant], she never would have signed the Keystone Direction, [the] Hamlin Direction, or the Lyons Direction.” The three documents, which were attached to plaintiff’s complaint, indicate that the combined value of the three properties was \$890,000, and that there was “[n]o actual consideration” for the transfers.

Pursuant to the directions to convey, three trustee's deeds were prepared naming defendant as the sole owner of each property. The deeds, which are contained in the record on appeal, were recorded on January 6, 2022.

¶ 7 Plaintiff alleged that, in the fall of 2021, she received a bill which had defendant's name on it, which led her to discover that defendant was now the owner of the properties. She further alleged that defendant had since contacted tenants residing at the properties, informing them that he was the owner and that payments should be directed to him.

¶ 8 Plaintiff's complaint included six counts: (1) financial exploitation of an elderly person under section 17-56 of the Criminal Code of 2012 (720 ILCS 5/17-56 (West 2020)), (2) common-law fraud, (3) quiet title, (4) ejectment as to the Hamlin property, (5) ejectment as to the Lyons property, and (6) declaratory judgment with respect to the issue of the ownership of the properties.

¶ 9 As noted, the directions to convey were attached to plaintiff's complaint. The documents are printed forms, but in two places on each form the printed date is crossed out and a new date is handwritten, and in one place the value of the relevant property is handwritten. Each of these three handwritten inclusions has the initials "M.Ch." next to them, and the document itself is signed by plaintiff and notarized by Edelstein.

¶ 10 *Answer and Affirmative Defenses*

¶ 11 In his answer, defendant denied plaintiff's account of the events at issue. Defendant alleged that plaintiff obtained beneficial ownership of the three properties when his father (plaintiff's son) transferred them into the land trust and named plaintiff as the beneficiary without requiring her to pay the fair market value for her interest. Defendant alleged that, in March 2021, plaintiff approached defendant at his father's home and informed him that she no longer

wished to deal with the management and maintenance of the properties. According to defendant, plaintiff proposed that, “if he agreed to take over ownership and all the management and maintenance of The Properties and be solely responsible for all the past due real estate taxes, the water bills and the obligation to correct building code violations, and rehabilitate an apartment in connection with The Properties so that she would have an apartment within which she could reside, rent free, for the remainder of her life, she would transfer The Properties out of the Land Trust to the Defendant.”

¶ 12 Defendant alleged that he informed plaintiff that they would need to visit Edelstein’s office for the purpose of executing the ownership documents and denied that he ever told her that he had arranged for her to receive a loan. He further alleged that, at the meeting in Edelstein’s office, he translated the communications between plaintiff and Edelstein verbatim “so that Plaintiff fully understood everything that was being told to her and that what was being done on that date complied with the agreement Plaintiff had proposed, and Defendant had accepted, on or about March of 2021.” Defendant also denied that the properties had a fair market value of \$890,000, alleging that the Lyons property (which was valued at \$290,000 on the direction to convey) had been listed for sale by plaintiff in 2020 for only \$33,000, and that the valuations for the other two properties were also inaccurate.

¶ 13 Defendant alleged that, since the execution of the documents, he had expended in excess of \$60,000 of his own funds on the Keystone property to pay the past-due water bill and the 2019 and 2020 real estate taxes, as well as for repairs and renovations to the property. Defendant further alleged that plaintiff had been able to move from the Hamlin property into a newly-renovated unit at the Keystone property, where she resided rent-free. With respect to the Hamlin property, defendant alleged that he had expended in excess of \$70,000 of his own

funds to pay the outstanding \$16,000 water bill and the 2019 and 2020 real estate taxes, as well as for repairs and renovations to the property. Finally, with respect to the Lyons property, defendant alleged that the property, which was a single-family residence, was occupied by a family paying only \$600 per month due to the property's deteriorated condition, which was not sufficient to pay for the real estate taxes, maintenance, and insurance for the property. Defendant alleged that he had expended in excess of \$50,000 of his own funds in cleaning the property and performing repairs and renovations.

¶ 14 Defendant also raised several affirmative defenses, including (1) promissory estoppel, (2) waiver, (3) ratification, and (4) unclean hands, which were based on the parties' actions after the execution of the conveyance documents.

¶ 15 *Trial*

¶ 16 The matter eventually proceeded to a bench trial; the record on appeal, however, does not contain a full report of proceedings or bystander's report as to the evidence plaintiff presented in her case in chief. The portion of the report of proceedings contained in the record on appeal indicates that, on May 13, 2025, after plaintiff rested her case in chief, defendant made an oral motion for a directed finding on all counts.

¶ 17 Defendant's counsel argued that the trial court had heard testimony from plaintiff, defendant, and Edelstein, the only three people present at the meeting in Edelstein's office on May 21, 2021, at which the directions to convey were signed. According to counsel, plaintiff testified that, while driving to the meeting, she and defendant had a conversation about a loan. Plaintiff, however, did not testify as to any conversations regarding a loan or loan documents occurring during the course of the meeting. Counsel argued that, although plaintiff's primary language was Spanish, she had at least some experience dealing with loan documents involving

real estate, as she had owned two other properties which were subject to mortgages so “she knew about loan payments and interest and all that stuff.” Plaintiff, however, did not testify as to what the amount of the loan was going to be, what the payments or interest would be, or when the payments would begin. Instead, plaintiff testified that the documents which she signed at Edelstein’s office were entirely blank. Counsel observed that defendant, by contrast, denied mentioning a loan to plaintiff and testified that nothing concerning a loan was discussed during the meeting. Counsel further pointed to Edelstein’s testimony, during which Edelstein testified that the directions to convey were the same documents which were executed at the meeting and that those documents were not blank when she signed them. Counsel noted that Edelstein also testified that, during the course of the meeting, there was a discussion about a rent-free home for plaintiff.

¶ 18 Defendant’s counsel argued that, in her pleadings, plaintiff admitted that all of the properties were in a state of disrepair, were in financial distress, and were uninsured. Counsel further argued that defendant’s mother (plaintiff’s daughter-in-law) had previously made payments in 2018 to assist with plaintiff’s outstanding expenses, but plaintiff had once again found herself in financial distress over the properties at the time she approached defendant. Counsel contended that there was no false pretense or promise made by defendant, as he testified that their agreement was that he take over all of the outstanding debts and would renovate the Keystone property for plaintiff to live in, and “[i]t is undisputed in the evidence that he did exactly that.”

¶ 19 The trial court asked defendant’s counsel whether any agreement between the parties was enforceable under the statute of frauds, and counsel argued that it was, given that the agreement had been at least partially performed. Counsel noted that the transfers had occurred, that

defendant had expended his own funds to pay the outstanding debts and to renovate the properties, and that plaintiff had moved to the Keystone property, where she resided rent-free.

¶ 20 In response to defendant's oral motion for a directed finding, plaintiff's counsel argued that plaintiff had "unequivocally stated" that she never intended to convey the properties to defendant and that it was her understanding that she was going to the meeting for the sole purpose of obtaining a loan. Counsel acknowledged that plaintiff had testified that the documents she signed were blank, and counsel and the trial court discussed the fact that Edelstein had affirmatively testified that the documents were not blank, contradicting plaintiff's account.

¶ 21 The trial court then asked plaintiff's counsel about the alleged deception, asking for the evidence establishing that defendant had made a false statement to plaintiff in connection with the conveyance of the properties. Plaintiff's counsel responded that plaintiff had testified that she and defendant had a brief conversation on the way to the meeting, during which defendant indicated that he was taking her to the person who was going to assist her in obtaining a loan. Under questioning by the trial court, plaintiff's counsel acknowledged that plaintiff did not testify as to any of the terms of the purported loan, including the amount of the loan, the interest rate, the repayment terms, any credit application, the way she was intending to repay the loan, or any security for the loan. Counsel similarly acknowledged that there was no testimony as to the amount of money required to clear plaintiff's debt obligations or the amount of money required afterward for maintenance of the properties.

¶ 22 Plaintiff's counsel argued that there was no evidence that plaintiff understood the documents she was signing, and that her behavior afterward was consistent with her beliefs. Counsel noted that, shortly after signing the documents, plaintiff visited Mexico for several

months and, once she returned, she received the bill which led her to discover the transfer and “started the whole train of events where she denied *** that she has ever entered into such a transaction.” The trial court pointed out that, immediately after signing the documents, defendant took her to the store to pick out new appliances and observed that “one could say” that this conduct was consistent with the agreement described by defendant, and further observed that plaintiff’s moving from the Hamlin property to the Keystone property was “never part of the getting a loan discussion.”

¶ 23 After considering the parties’ arguments, the trial court granted defendant’s motion for a directed finding on all counts. With respect to the common-law fraud count (count II), the trial court found that “there’s no doubt in my mind that the Plaintiff has not come anywhere close to meeting [her] burden of proof with respect to Count II as proving fraud by clear and convincing evidence. So I’m certainly going to grant the motion with respect to Count II.”

¶ 24 With respect to count I, for financial exploitation of an elderly person, the trial court similarly found that it was “not convinced by the Plaintiff’s case.” The trial court found that the evidence established that plaintiff had been facing serious financial consequences with respect to the properties, including the risk of losing the properties and potential personal liability for building code violations and unpaid water bills. In addition, her family had previously made a significant payment on her behalf, and “there’s no doubt that going forward had this transaction not occurred she was going to have to find some way to either fund the continuing growing liabilities with respect to the properties or lose them.” The trial court found that there was no evidence that plaintiff had any reasonable expectations of finding a source of funding to satisfy these obligations, and there was no evidence that there was any reasonable likelihood of obtaining a loan to fund them. As such, the trial court found that “I don’t know

that there was any reasonable expectation of the Plaintiff maintaining her ownership of these properties without the kind of arrangement that she made with her grandson. That's circumstantial evidence that this transaction was not exploitative."

¶ 25

The trial court also found that the evidence of any deception was "extraordinarily weak," noting that, "[a]t most we have a brief conversation in the car which is denied by the grandson and which contains no details about the parameters of this so-called loan, which hardly supports the creditability of the conversation." The trial court further found:

"[T]he Plaintiff's creditability with regard to this deception is completely and thoroughly undermined by her testimony that the documents she signed at the lawyer's office were blank. This is contradicted by a member of the bar who would have had no reason to have this person sign blank documents or to have participated in a fraud or to have joined in any conspiracy to defraud her; to have notarized her signature on blank documents; to have come into court and committed perjury; to have put his license on the line in order to do that. That to the Court is completely unbelievable, and the Court refuses to give any creditability to the Plaintiff's testimony in the face of the testimony of Mr. Edelstein. That by itself undermines completely the Plaintiff's story. And the Court does not accept counsel's explanation that the language barrier explains the Plaintiff's testimony. Regardless of the Plaintiff's inability to speak or read English, the Plaintiff would not have been confused by a blank document and a document that had writing on it even if that writing was in English nor would the Plaintiff have initialed a document next to crossouts and handwritten inserts if that had not appeared but rather those have been blank spaces on a document, that testimony is simply

incredible to the Court. That sort of embellishment, again, completely undermines the Plaintiff's testimony."

¶ 26 The trial court also found that plaintiff's behavior in accompanying defendant to select appliances for the Keystone property and her moving into the Keystone property after the transaction was consistent with defendant's testimony as to the terms of the agreement. While the trial court agreed that "it would have been better to have put this arrangement in writing," it found that defendant's behavior had been "entirely consistent with his testimony as to the promises he made," and that there had been no testimony that he had failed to honor his promises to rehabilitate the properties, to allow plaintiff to reside in the Keystone property without paying rent, and to pay for taxes, water, and insurance for all of the properties. The trial court found that "although the agreement was not reduced to writing, that he has consistently behaved in a manner fully consistent with the promise that he claims he made at the time this deal was arranged." Consequently, the trial court granted defendant's motion for a directed finding.

¶ 27 The trial court, however, also expressly found:

"[I]n addition to granting judgment in favor of the Defendant, the Court specifically finds that the Defendant made an enforceable promise that the Plaintiff is entitled to live at the Keystone property in the space which she is currently occupying rent free for the remainder of her life; that she is only required to pay gas and electric; that the Defendant is required to pay all utilities including water; that the Defendant is required to maintain insurance on that property; that the Defendant is required to maintain the real estate taxes, ensure that they're properly paid when due; that the Defendant is required to maintain that property at all times [in] at least its current condition."

The trial court instructed the parties to confer on a written order, to include any other matters concerning plaintiff's residence on which the parties were in agreement, and, on the same day, entered a written order granting defendant's motion for a directed finding and giving the parties 14 days "to submit a final Order consistent with the oral ruling issued from the Bench."

¶ 28

On June 4, 2025, the trial court entered a written order memorializing its oral ruling and adding several matters on which the parties agreed. In the order, the trial court first found that defendant's motion for a directed finding was granted and judgment was entered in favor of defendant and against plaintiff on all six counts of plaintiff's complaint. The order further provided (1) that "based upon the enforceable oral promise made by the Defendant to the Plaintiff," plaintiff was entitled to continue living at the Keystone property for the remainder of her life and that defendant would continue to pay for water service to the property, insurance on the property, and real estate taxes on the property for the remainder of plaintiff's life; (2) that based on the same promise, defendant would continue to maintain the Keystone property in at least its current condition and no tenants would be allowed to reside at the Keystone property apart from a live-in home care provider for plaintiff; and (3) that defendant would be allowed access to the premises on a monthly basis to provide maintenance to the Keystone property but was not entitled to enter plaintiff's apartment without her prior consent and that plaintiff would not unreasonably withhold such consent. In addition, the order provided, by agreement of the parties, (1) that defendant would have the furnace inspected by an independent service to confirm the system was in correct operating condition and that prior to conducting any interior maintenance at the property, defendant would provide plaintiff with no less than 24 hours' notice except in the case of an emergency; and (2) that defendant would, within 14 days of the entry of the order, be allowed access to the Keystone property for the

purpose of documenting the current conditions of the interior and exterior of the property and would be provided with a set of keys to the Keystone property to allow access for this purpose and for the sole purpose of maintenance in accordance with the terms of the court order. The order indicated that it was a final order disposing of all matters before the court.

¶ 29 On June 27, 2025, plaintiff filed a *pro se* notice of appeal from the trial court’s June 4, 2025, order (appeal No. 1-25-1231).

¶ 30 *Posttrial Motions*

¶ 31 Despite having filed a notice of appeal, on June 30, 2025, plaintiff filed a *pro se* “motion to reconsider June 4, 2025 order based on fraud upon the court and new evidence.” Plaintiff claimed that her “life, health, and safety remain at grave and imminent risk due to the acts and conspiracy orchestrated by Defendant *** and his associates to fraudulently obtain ownership of Plaintiff’s properties.” In addition to reiterating her position that the transfer of property had been fraudulent, plaintiff claimed that defendant and his “allies” had deliberately caused carbon monoxide leaks at the Keystone property, resulting in plaintiff being admitted to the hospital for medical treatment. Plaintiff further claimed that defendant had misled the court into believing that he had placed plaintiff in a renovated, safe home and, instead, had permitted a “known drug user” to live in the basement of the Keystone property until his death in November 2022. Plaintiff indicated that she had previously filed a restraining order against defendant’s father in 2019 concerning “unlawful break-ins and threats” with which defendant was also involved, and that she had “filed criminal complaints against Defendant, but no meaningful investigation has occurred.”

¶ 32 Plaintiff claimed that “[a]dditional evidence, including video footage, witness affidavits, and police reports, is being collected and will be submitted. A private investigator is currently

working to uncover more proof of the fraud and endangerment suffered by Plaintiff.” She contended that defendant’s actions constituted a fraud on the court, and that the trial court’s June 4, 2025, order “was made without full knowledge of these material facts and based on Defendant’s misrepresentations.” Accordingly, plaintiff requested that the trial court “vacate its prior ruling and permit the case to move forward so that justice may be done.”

¶ 33 In addition, plaintiff also filed an “emergency motion for injunctive relief,” requesting a temporary restraining order prohibiting defendant from taking any actions with respect to the disputed properties, the appointment of a neutral third-party receiver, the entry of an injunction restoring full control of the properties to plaintiff, and referral of the matter to the Cook County State’s Attorney “for criminal investigation of elder financial abuse and attempted murder.”

¶ 34 While those motions were pending, on July 3, 2025, defendant filed a motion for sanctions against plaintiff and her counsel, claiming that the allegations at the heart of plaintiff’s case were “always unfounded and made without reasonable cause” and there was “clearly a point in time—long before the Bench Trial in this case—when both Plaintiff and her Plaintiff’s counsel knew, or reasonably should have known, that the Plaintiff had no viable case.” Accordingly, defendant sought an award of attorney fees and costs as a sanction against plaintiff and her counsel.

¶ 35 Also on July 3, 2025, plaintiff filed a *pro se* “motion for extension of time to have motion to reconsider heard,” asking for a 30-day extension of time for the motion to reconsider to be heard and “to allow Plaintiff to obtain and submit supplemental evidence” and to permit the filing of any supplemental affidavits or exhibits in support of the motion during this extended period.

¶ 36 On July 8, 2025, the trial court entered an order concerning plaintiff’s motion to reconsider and her emergency motion for injunctive relief, noting that plaintiff’s counsel had not been involved in the filing of either motion. The trial court first ordered that, until plaintiff either terminated her attorney of record or filed a *pro se* appearance on her own behalf, she was prohibited from any further filings or from presenting any arguments in the case. The trial court next denied the motion to reconsider, finding that it failed to apprise the court of newly discovered evidence, a change in the law, or any errors in the court’s application of the law. To the extent that the motion to reconsider sought to present newly discovered evidence, the motion was denied for failure to be supported by affidavit. The trial court further found that the motion failed to set forth how plaintiff’s allegations had any connection with the June 4, 2025, judgment, and that the matters raised by plaintiff sought to raise separate claims for breach of promise or breach of warranty which were not before the court.

¶ 37 The next day, plaintiff’s counsel filed a motion to withdraw, indicating that plaintiff had terminated the attorney-client relationship, and plaintiff refiled her *pro se* motions, as well as a motion for substitution of judge for cause. In addition, she filed a motion to file several affidavits in support of her pending motions. Finally, on July 28, 2025, plaintiff filed a *pro se* “petition to quiet title and to rescind fraudulent property transfer.”

¶ 38 After being transferred to a different judge for hearing, plaintiff’s motion for substitution of judge for cause was denied on August 27, 2025. On September 16, 2025, the parties came before the trial court on (1) defendant’s motion for sanctions, (2) plaintiff’s counsel’s motion to withdraw, (3) plaintiff’s *pro se* motion to reconsider, (4) plaintiff’s *pro se* motion to file affidavits, and (5) plaintiff’s *pro se* emergency motion for injunctive relief. The trial court granted plaintiff’s counsel’s motion for leave to withdraw, but denied all of the other motions

“for the reasons set forth on the record.” We observe that no report of proceedings or acceptable substitute from the September 16, 2025, hearing is included in the record on appeal.

¶ 39 On September 25, 2025, plaintiff filed a second *pro se* notice of appeal (appeal No. 1-25-1957), appealing the trial court’s May 13, 2025, order granting defendant’s motion for a directed finding; June 4, 2025, final judgment order; and September 16, 2025, order denying plaintiff’s motion to reconsider. Plaintiff subsequently voluntarily dismissed her appeal in appeal No. 1-25-1231, leaving only the instant appeal as an active appeal.

¶ 40 ANALYSIS

¶ 41 On appeal, plaintiff raises a number of issues concerning the trial court’s rulings below, including its factual findings, legal conclusions, and denial of her request to submit additional evidence. As an initial matter, during the pendency of briefing on the instant appeal, defendant filed a motion to strike plaintiff’s *pro se* appellant brief and to dismiss her appeal based on violations of supreme court rules, and we ordered defendant’s motion taken with the case. After reviewing the briefs and record on appeal, we agree with defendant that plaintiff’s brief contains multiple violations of supreme court rules. A party’s *pro se* status does not relieve her of her obligation to comply with the rules of appellate practice, and she is held to the same standard as a licensed attorney. *Holzrichter v. Yorath*, 2013 IL App (1st) 110287, ¶ 78. Where a litigant fails to comply with the applicable rules of appellate procedure, we have the discretion to strike the brief and dismiss the appeal. *McCann v. Dart*, 2015 IL App (1st) 141291, ¶ 12. As we are able to adequately understand plaintiff’s arguments, we decline to impose such a harsh sanction in this case. We will, however, disregard arguments and factual statements which are unsupported by law or by the record on appeal. See *Wilson v. University of Chicago Medical Center*, 2023 IL App (1st) 230078, ¶ 17.

¶ 42

Appellate Jurisdiction

¶ 43

In addition, prior to considering the merits of plaintiff’s appeal, we must determine whether the appeal is properly before this court. While not raised by either party, our supreme court has made clear that we have a duty to *sua sponte* determine whether we have jurisdiction to consider the issues raised in the instant appeal. *Secura Insurance Co. v. Illinois Farmers Insurance Co.*, 232 Ill. 2d 209, 213 (2009). The question of appellate jurisdiction presents an issue of law, which we review *de novo*. *In re Marriage of Demaret*, 2012 IL App (1st) 111916, ¶ 25; *In re Marriage of Gutman*, 232 Ill. 2d 145, 150 (2008).

¶ 44

“The timely filing of a notice of appeal is both jurisdictional and mandatory.” *Secura Insurance*, 232 Ill. 2d at 213. Under our supreme court rules, the notice of appeal must be filed with the clerk of the circuit court within 30 days after the entry of the final judgment appealed from or, if a timely posttrial motion directed against the judgment is filed, within 30 days after the entry of the order disposing of the last pending postjudgment motion directed against that judgment or order. Ill. S. Ct. R. 303(a)(1) (eff. July 1, 2017).

¶ 45

As noted, plaintiff filed her *pro se* notice of appeal in appeal No. 1-25-1957 on September 25, 2025, appealing the trial court’s May 13, 2025, June 4, 2025, and September 16, 2025, orders. It is clear that plaintiff’s notice of appeal was not filed within 30 days of the entry of the final judgment appealed from—the June 4, 2025, order entering judgment in favor of defendant and against plaintiff on all counts of her complaint. The jurisdictional basis for plaintiff’s appeal, however, is the trial court’s September 16, 2025, ruling on the outstanding postjudgment matters.

¶ 46

We observe that plaintiff in this case filed two *pro se* motions to reconsider, one on June 30, 2025, and one on July 9, 2025. The trial court denied the former motion on July 8, 2025,

and denied the latter motion on September 16, 2025.¹ Neither of these orders, however, provides us with appellate jurisdiction in this case. With respect to the July 8, 2025, order, plaintiff's September 25, 2025, notice of appeal does not list that order and, in any event, was filed more than 30 days after its entry. With respect to the September 16, 2025, order, while plaintiff's notice of appeal was filed within 30 days of its entry, plaintiff's motion itself was not timely filed, as it was filed on July 9, 2025, more than 30 days after the trial court's June 4, 2025, order, and also constituted an impermissible successive postjudgment motion.

¶ 47 While the July 9, 2025, motion to reconsider was filed within 30 days after the entry of the trial court's *July 8, 2025*, order, our supreme court has made clear that a party may not file multiple postjudgment motions directed at the same final judgment. See *Sears v. Sears*, 85 Ill. 2d 253, 259 (1981); see also Ill. S. Ct. R. 274 (eff. July 1, 2019) ("A party may make only one postjudgment motion directed at a judgment order that is otherwise final and appealable."). As the record on appeal does not provide the basis for the trial court's denial of plaintiff's July 9, 2025, motions (providing only that the motions were denied "for the reasons set forth on the record"), we presume that the trial court denied plaintiff's motions for this reason. See *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984) (in the absence of a sufficiently complete record on appeal, it will be presumed that the order entered by the trial court was in conformity with the law and had a sufficient factual basis). Consequently, the trial court's July 8, 2025, and September 16, 2025, orders concerning plaintiff's motions are not properly before this court and we will not consider plaintiff's arguments as to their merits. See *Safeway Insurance Co. v. Ebijimi*, 2025 IL App (1st) 231543, ¶ 82 (finding no appellate jurisdiction to consider order

¹ We observe that, in her brief, plaintiff claims that she "timely filed a Motion to Reconsider on or before July 4, 2025. The trial court denied *that motion* on September 16, 2025." (Emphasis added.) Plaintiff's statement is inaccurate, as the record clearly establishes two motions to reconsider and two rulings on those motions.

not listed in notice of appeal); *Taylor v. Highline Auto Sales, Inc.*, 2023 IL App (1st) 221590, ¶¶ 31-32 (finding no appellate jurisdiction to consider orders denying successive postjudgment motions).

¶ 48 We nevertheless find that we have jurisdiction to consider the trial court's May 13, 2025, order granting defendant's motion for a directed finding and its June 4, 2025, order entering judgment in favor of defendant. On July 3, 2025, within 30 days of the trial court's June 4, 2025, order, defendant filed a motion for sanctions pursuant to Illinois Supreme Court Rule 137 (eff. Jan. 1, 2018). The filing of this motion rendered the trial court's judgment unappealable until the disposition of the sanctions claim on September 16, 2025. See *John G. Phillips & Associates v. Brown*, 197 Ill. 2d 337, 340-41 (2001). See also *Huizenga Managers Fund, LLC v. Ritchie Risk-Linked Strategies, LLC*, 2022 IL App (1st) 210967-U, ¶¶ 18-19 (finding appellate jurisdiction where notice of appeal was filed within 30 days after resolution of motion for sanctions). As plaintiff's notice of appeal was filed within 30 days of the September 16, 2025, disposition of the motion for sanctions, we have jurisdiction to consider the trial court's June 4, 2025, final judgment and the May 13, 2025, order leading to that judgment. As such, we proceed to consider the merits of plaintiff's arguments concerning those orders.

¶ 49 *Trial Court Judgment*

¶ 50 On appeal, plaintiff raises several arguments. First, plaintiff contends that the trial court erred by finding the purported oral agreement between plaintiff and defendant enforceable where it violated the statute of frauds. Additionally, plaintiff challenges the trial court's factual findings at trial, namely, its decision to credit Edelstein's testimony and to discredit hers. Finally, plaintiff claims that public policy required the trial court to find in her favor.

¶ 51 In ruling on a motion for a directed finding, the trial court engages in a two-prong analysis. *People ex rel. Sherman v. Cryns*, 203 Ill. 2d 264, 275 (2003). First, the trial court determines, as a matter of law, whether the plaintiff has presented a *prima facie* case by proffering some evidence on every element essential to the cause of action. *Id.* If so, then the trial court proceeds to the second prong, which requires the trial court to weigh the evidence, including determining the credibility of the witnesses, and drawing reasonable inferences therefrom. *Id.* at 275-76; see 735 ILCS 5/2-1110 (West 2022). If, after doing so, there remains sufficient evidence to establish the plaintiff’s *prima facie* case, the motion should be denied. *Cryns*, 203 Ill. 2d at 276. If, however, the evidence warrants a finding in the defendant’s favor, the motion should be granted and the trial court should enter a judgment dismissing the action. *Id.* Where the trial court rules on the motion under the first prong, it constitutes a question of law and is reviewed *de novo*. *Id.* at 275. Where, however, the trial court rules on the motion under the second prong, the trial court’s findings will not be reversed unless they are contrary to the manifest weight of the evidence. *Id.* at 276. A factual finding is against the manifest weight of the evidence “ ‘when the opposite conclusion is clearly evident or the finding is arbitrary, unreasonable, or not based in evidence.’ ” *Staes & Scallan, P.C. v. Orlich*, 2012 IL App (1st) 112974, ¶ 35 (quoting *Samour, Inc. v. Board of Election Commissioners*, 224 Ill. 2d 530, 548 (2007)).

¶ 52 In this case, the trial court found that plaintiff had not “come anywhere close to meeting the burden of proof” with respect to her common-law fraud claim. In addition, with respect to her claim for financial exploitation of an elderly person, the trial court made extensive findings of fact concerning the credibility of the witnesses prior to determining that the evidence warranted a finding in defendant’s favor. We also observe that the record on appeal contains no report of proceedings from the portion of the trial at which plaintiff presented her case in

chief. While plaintiff relies heavily on deposition testimony in her brief on appeal, the trial court's findings were based on the evidence presented at trial, including live witness testimony, not on the parties' discovery responses. As the appellant, plaintiff has the burden of presenting a sufficiently complete record to support her claims of error, and in the absence of such a record, we will presume that the trial court's order was in conformity with the law and had a sufficient factual basis. *Foutch*, 99 Ill. 2d at 391-92.

¶ 53

Statute of Frauds

¶ 54

The first issue raised on appeal is plaintiff's contention that the trial court erred in enforcing an alleged oral agreement which was barred by the statute of frauds. The statute of frauds provides that contracts concerning the transfer of land must be in writing. 740 ILCS 80/2 (West 2020). The statute of frauds, however, is an affirmative defense which must be raised in a pleading. 735 ILCS 5/2-613(d) (West 2020). In this case, plaintiff never raised the statute of frauds as a basis for invalidating the alleged oral agreement; instead, plaintiff's theory of the case was that no such oral agreement ever existed. Plaintiff has thus forfeited the ability to rely on the statute of frauds on appeal. See *Bio Compression Systems, Inc. v. Clinical Wound Solutions, LLC*, 2022 IL App (1st) 220312-U, ¶ 38 (" 'The defense that the contract upon which litigation is based is void under the [s]tatute of [f]rauds must be specially pleaded and cannot be raised for the first time on appeal.' " (quoting *Thomas v. Pope*, 380 Ill. 206, 209-10 (1942))).

¶ 55

We observe that the statute of frauds was raised by the trial court *sua sponte* during argument on defendant's motion for a directed finding. To the extent that the trial court made a *sua sponte* finding that the oral agreement was enforceable, we find no error in its conclusion. The existence of an oral contract, its terms, and the parties' intent are questions of fact, and we will not reverse the trial court's findings unless they are against the manifest weight of the

evidence. *Anderson v. Kohler*, 397 Ill. App. 3d 773, 785 (2009). With respect to oral contracts which would otherwise be subject to the statute of frauds, the doctrine of partial performance may render such a contract enforceable. *Leekha v. Wentcher*, 224 Ill. App. 3d 342, 349 (1991); *John O. Schofield, Inc. v. Nikkel*, 314 Ill. App. 3d 771, 785 (2000). Relief under the doctrine of partial performance is available where (1) the terms of the contract are clear, definite, and unequivocal, (2) the contract has been at least partially performed by the party seeking the remedy, and (3) the acts done in performance are positively attributable exclusively to the contract. *Leekha*, 224 Ill. App. 3d at 349-50.

¶ 56 In this case, the trial court found that, in exchange for the properties, defendant had promised to pay the outstanding taxes and bills on the properties, to rehabilitate and maintain them, and to permit plaintiff to reside in the Keystone property rent-free and further found that his behavior “has been entirely consistent with his testimony as to the promises he made.” The trial court also found that plaintiff’s behavior, including moving to the Keystone property and picking out new appliances for the property, was consistent with the terms of the agreement. Accordingly, the trial court found that the agreement, albeit oral, was nevertheless enforceable. We find no error in this decision.

¶ 57 To the extent that plaintiff contends that the terms of the agreement were contradicted by defendant’s testimony, we do not find this argument persuasive. First, given that there is no transcript of defendant’s testimony, there is no way for us to review any statements he made during the trial itself and we must therefore defer to the trial court on the matter. See *Foutch*, 99 Ill. 2d at 391-92. In addition, plaintiff’s purported quotations of defendant’s deposition testimony do not appear to be accurate; we have reviewed her cited material, and no such quotations can be found. Finally, as noted, the determination of the terms of the agreement is

a question of fact for the trial court to resolve and its decision in this case was not against the manifest weight of the evidence. As such, the trial court's enforcement of the oral agreement is not a basis for reversal of its judgment.

¶ 58 Credibility Determinations

¶ 59 Plaintiff next contends that the trial court erred in crediting Edelstein’s testimony and in discounting her testimony. As noted, we review the trial court’s findings of fact under the manifest-weight-of-the-evidence standard of review. *Cryns*, 203 Ill. 2d at 276. “The manifest weight of the evidence standard affords great deference to the trial court because the trial court is in a superior position to determine and weigh the credibility of the witnesses, observe witnesses’ demeanor, and resolve conflicts in their testimony.” *Wade v. Stewart Title Guaranty Co.*, 2017 IL App (1st) 161765, ¶ 59 (citing *People v. Jones*, 215 Ill. 2d 261, 268 (2005)).

¶ 60 In this case, the trial court found Edelstein’s testimony as to the circumstances surrounding the execution of the directions to convey to be credible, and expressly found that plaintiff’s testimony concerning the “blank” documents she signed “completely and thoroughly” undermined any credibility regarding the alleged deception at issue. On appeal, plaintiff asks us to reweigh the trial court’s credibility determinations, which we will not do. This is especially the case here, where plaintiff has failed to provide the transcript of the actual testimony provided during trial. Without even the benefit of a cold record to review, there is no way for us to conclude that the trial court’s credibility determinations were against the manifest weight of the evidence.

¶ 61 We are similarly unpersuaded by plaintiff's reliance on documents which do not appear to have been presented during the trial. It is axiomatic that a reviewing court will not consider material that was not before the trier of fact when it was weighing the witnesses' credibility.

See *People v. Johnson*, 2026 IL 131337, ¶ 97. To the extent that plaintiff contends that she should have been permitted to submit this evidence to the trial court for its consideration, we observe that the denial of this request was part of the orders which we previously determined were not properly before this court. As such, this extraneous material in no way supports plaintiff's claim that the trial court's credibility determinations were against the manifest weight of the evidence.

¶ 62 Public Policy

¶ 63 As her final argument, plaintiff contends that public policy requires the reversal of the trial court's judgment, as equity will not permit a wrongdoer to retain property obtained by fraud. Plaintiff's argument is in essence a challenge to the trial court's findings that she had failed to establish that defendant had engaged in fraud or deception. As explained above, given that we lack a report of proceedings of the evidence presented at trial, and given that the trial court made detailed findings of fact concerning its ultimate determination, we cannot find that the trial court's determination was against the manifest weight of the evidence.

¶ 64 CONCLUSION

¶ 65 For the reasons set forth above, the trial court's judgment is affirmed.

¶ 66 Affirmed.