

NOTICE

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2026 IL App (5th) 250442-U

NO. 5-25-0442

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

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).

JOSEPH C. GRIFFIN JR.,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellee,	)	St. Clair County.
	)	
v.	)	No. 22-FC-435
	)	
MONISHIA S. GRIFFIN,	)	Honorable
	)	Leah A. Captain,
Defendant-Appellant.	)	Judge, presiding.

JUSTICE BARBERIS delivered the judgment of the court.
Justices Boie and McHaney concurred in the judgment.

ORDER

¶ 1 *Held:* We affirm the trial court's judgment of foreclosure where its findings were supported by the evidence and where attorney fees were awarded in accordance with the provisions of the mortgage and note.

¶ 2 Defendant, Monishia S. Griffin, appeals *pro se* the St. Clair County circuit court's judgment of foreclosure. She argues that (1) the judgment was against the manifest weight of the evidence where the court relied upon testimony she contends was false, and (2) the court erred in ordering her to pay the attorney fees of plaintiff, Joseph C. Griffin Jr. We affirm.

¶ 3 I. BACKGROUND

¶ 4 Plaintiff is defendant's uncle. In January 2022, the parties executed a mortgage and a note for the sale of a piece of real estate from plaintiff to defendant at the price of \$20,000. The note provided that defendant was to make payments of \$500 per month to plaintiff until she had paid

the full purchase price. Payments were due on the first of each month and were to be delivered to plaintiff at 530 North 33rd Street in East St. Louis, Illinois, “or at a different place if required by the Note Holder.” The note further provided that in the case of a default by defendant, plaintiff may demand payment in full and that, if he did so, he would have the right to be paid for his costs, including reasonable attorney fees. The mortgage required defendant to (1) pay real estate taxes on the property when due, (2) maintain insurance on the buildings on the property under policies providing that any loss is payable to the lender until the debt is paid, (3) keep the premises in good repair, and (4) pay plaintiff’s reasonable attorney fees in any foreclosure action.

¶ 5 The relationship between the parties deteriorated in the summer of 2022. Disputes arose concerning the expenditures for repairs to the property and the manner in which defendant was to deliver payments to plaintiff. On November 30, 2022, plaintiff sent defendant a notice of foreclosure.

¶ 6 On December 27, 2022, plaintiff filed a complaint for foreclosure. He alleged that defendant was in default due to her failure to make numerous monthly payments in 2022 and her failure to maintain insurance coverage as required under the terms of the mortgage. He further alleged that the total debt secured by the mortgage was \$20,000, and that \$17,000 remained due as of December 1, 2022. As relief, plaintiff requested a judgment of foreclosure and sale; a judgment for deficiency, attorney fees, and costs; and an order approving a foreclosure sale and granting plaintiff possession of the property. Attached as exhibits were copies of the mortgage, the note, the notice of foreclosure, and a notice of declination of insurance addressed to defendant indicating that her application for insurance was denied due to boarded-up windows and/or missing siding.

¶ 7 On October 4, 2023, defendant's counsel filed a motion to withdraw, citing a break-down in the attorney-client relationship. The trial court granted counsel's motion on November 9, 2023. Following continuances to allow defendant time to retain new counsel, defendant entered her appearance as a *pro se* litigant on February 2, 2024. She appeared *pro se* for the remainder of the proceedings.

¶ 8 The matter proceeded to a bench trial on May 10, 2024. Plaintiff testified that he transferred a property he previously owned at 738 North 37th Street to defendant. The transfer was intended as a sale, not a gift. According to plaintiff, he initially offered to sell the property to defendant for \$7,000, but she indicated at that time she did not have the money. However, defendant subsequently approached plaintiff and indicated that she still wanted to buy the property. Plaintiff estimated that by this time, he had spent approximately \$20,000 on repairs to the property after his initial offer to sell it for \$7,000. When defendant again expressed interest in the property, plaintiff sold it to her for \$20,000. He told her the asking price at the time. Plaintiff testified that he initially transferred the property to defendant without a contract, explaining that he trusted her because she was his niece. He reiterated, however, that he did not intend the transfer as a gift. He did not specify when this transfer took place.

¶ 9 Plaintiff asked defendant to sign a mortgage and a note. In January 2022, he told her the paperwork was ready and asked her to meet him at the office of attorney Linda Holder, who had been hired by plaintiff to prepare the documents. Defendant and plaintiff drove separately to Holder's office. According to plaintiff, Holder explained to defendant what a mortgage and note were. When Holder asked defendant how much she owed for the house, plaintiff acknowledged that she owed him \$20,000. Plaintiff identified Plaintiff's Exhibits A and B as the mortgage and

note, respectively. After stating that he was familiar with defendant's handwriting, plaintiff identified her signature on each document. Both documents were admitted into evidence.

¶ 10 Plaintiff testified that under the terms of their agreement, defendant was to pay him \$500 per month beginning in February 2022. He did not charge her interest. The contract also required defendant to obtain insurance and to make plaintiff "a party to the insurance." He testified, however, that before he filed the foreclosure complaint, defendant never presented him with an insurance policy naming him as a beneficiary despite repeated requests that she do so. In addition, she did not present him with letters from the insurer declining to insure the property.

¶ 11 Plaintiff stated that the last monthly payment he received from defendant was in July of 2022. Under the terms of the agreement, payments were to go to plaintiff's residence, not his wife's. Plaintiff lived at 530 North 33rd Street in East St. Louis, and his wife lived at 3600 Brady Avenue. They did not live together. At some point, defendant began sending payments to his wife's residence, 3600 Brady Avenue. She continued to do so even after he asked her multiple times not to send payments there. Plaintiff noted that he received one payment at his address through Terry Peebles, an attorney then representing defendant.

¶ 12 Plaintiff testified that initially, defendant hand-delivered payments to him without any issues. Problems arose after an argument at a client's property during which defendant cursed at plaintiff. Plaintiff sent defendant a text message on June 10, which read, "From now on please put the payment in an envelope and put it in the mailbox on 530 North 33rd Street like the contract says. And I will make—do the same, I will mail you the receipts." He subsequently sent her a letter instructing her to mail her mortgage payments to him rather than coming to his residence or his wife's residence, otherwise he would get a restraining order. According to plaintiff, defendant told

him she was not going to drive to the post office to mail him payments. Copies of the text message and letter were admitted into evidence as Plaintiff's Exhibits D and E.

¶ 13 Plaintiff identified Plaintiff's Exhibit F, which was subsequently admitted into evidence, as envelopes addressed to plaintiff and his wife at 3600 Brady Avenue. He acknowledged that these envelopes contained payments sent by defendant. He testified that his wife sent them back to defendant because she did not want to be involved. He reiterated that the mortgage specified that payments were to go to 530 North 33rd Street.

¶ 14 Plaintiff testified that he sold the property to defendant "as is," and he made no representations to her about making repairs. He noted, however, that he made approximately \$20,000 worth of repairs prior to the sale and "close to \$16,000" worth of additional repairs subsequently.

¶ 15 Plaintiff identified Plaintiff's Exhibit G as a handwritten letter from defendant, which was subsequently admitted into evidence. The letter, dated June 26, 2022, informed plaintiff that defendant spent \$2,000 for work she did on the property, and stated that this amount was "due." She acknowledged that plaintiff paid \$500 for her utility bill, but stated, "I still have fifteen hundred dollars in your pocket." She informed plaintiff that she intended to apply the \$1,500 she believed he owed her to cover her payments due in July through October of 2022, and she would resume paying "rent" on November 1, 2022. She concluded, "I[m] not driving down to no post office to drop payments off unless you are giving me gas money." After reading the note, plaintiff testified that defendant spent her own money purchasing materials for use in repairs to the property. He reiterated that the parties did not agree that he would pay the cost of repairing the property.

¶ 16 On cross-examination, defendant asked plaintiff how the property came to be in her name. He replied, “You wanted to buy the house. I asked you is it okay to put your name on the deed because I trusted you.” He denied telling her that he “did it for [a] favor.”

¶ 17 Attorney Linda Holder testified that plaintiff contacted her to prepare a note and mortgage. She met with both parties at her office, noting that they arrived separately. Holder testified that her usual practice is to place documents in the middle of the table where all parties can see them as she explains the documents. She then explains what both a mortgage and a note are. In explaining the mortgage, Holder’s practice is to tell parties that “it ties the note to the house” so that if payments are not made, the house can be taken back. She testified that her standard procedure is to place each entire document on the table and turn the individual pages over as she explains each part of the document. Holder testified that defendant signed both the mortgage and the note in her presence.

¶ 18 Plaintiff’s next witness was his wife, Rosie Griffin (Rosie). She confirmed plaintiff’s testimony that plaintiff does not live with her at 3600 Brady Avenue. Rosie testified that, after receiving mail from defendant at her home that was addressed to plaintiff, she informed defendant that plaintiff did not reside at 3600 Brady Avenue and asked her not to send any more mail to that address. Rosie had two such conversations with defendant, in August and November of 2022. According to Rosie, defendant’s response was “Yes, ma’am,” but she continued to send mail for plaintiff to Rosie’s address. Rosie further testified that she returned defendant’s mail to her. On one envelope, Rosie wrote, “Will not accept mail from this address—from the sender.”

¶ 19 Rosie described an altercation between plaintiff and defendant that took place in her front yard in June 2022. She testified that she could hear defendant cursing and yelling from her kitchen, which is in the back part of the house.

¶ 20 Defendant's first witness was her aunt, Lois Crockett. Defendant's mother is Crockett's sister. After the trial court sustained a series of objections to vague questions and hearsay, defendant asked Crockett what she witnessed concerning the sale of the property. In response, Crockett testified, "Well, from what I witnessed you purchased the home from your uncle and I witnessed—I witnessed the fact that you tried to make payments to him on the home." She further testified, "I witnessed the fact that he wouldn't accept the money from you, I witnessed that." Crockett stated that she witnessed defendant purchasing money orders to make payments to plaintiff, and she witnessed defendant "having her anxiety attacks because of the way that she was being treated about the house."

¶ 21 On cross-examination, Crockett testified that she was aware that defendant signed a mortgage and note and that she was purchasing the property for \$20,000. Crockett testified, however, "[Defendant] told me that he offered her seven thousand dollars at first." According to Crockett, defendant accepted that offer. She acknowledged, however, that she was not present when the offer was made.

¶ 22 Crockett further acknowledged that defendant cashed the money orders that were returned to her and used the funds to pay her bills. She stated that defendant only did this because plaintiff refused to accept the payments.

¶ 23 Finally, Crockett testified that plaintiff resided with his wife at 3600 Brady Avenue. She noted that he had previously lived on North 33rd Street with his first wife, but she indicated he was currently "rehabbing" that house and that no one was living in it.

¶ 24 Defendant's next witness was Milton Yates Jr. Yates was defendant's husband and the father of her youngest child, but he did not reside with defendant. It is unclear whether they were separated and not yet divorced or were merely residing separately. Yates stated that he witnessed

the original agreement between plaintiff and defendant for the sale of the property at a price of \$7,000. He then stated, however, “[W]e agreed with twenty thousand, we agreed on that.” According to Yates, defendant’s father did most of the work repairing the house, beginning in 2021.

¶ 25 Yates also described an incident in which he observed defendant attempt to give plaintiff a payment. He testified that plaintiff was standing in the front yard with his father when defendant and Yates pulled up to the house. Defendant tried to give plaintiff a money order, but “he tore it up in her face.”

¶ 26 On cross-examination, Yates testified that he did not recall precisely when the incident he described occurred. Asked why defendant did not mail payments to defendant, Yates replied, “The address he wanted her to mail them to no one lived there. She’s not going to send her money somewhere where nobody lived.” He explained that instead, defendant tried to pay plaintiff by having other people give him the payments, but plaintiff refused to accept payments from Yates, defendant’s mother, or defendant’s father.

¶ 27 Asked about the alleged agreement to sell the house for \$7,000, Yates clarified that this was a verbal agreement made toward the end of 2020. According to Yates, plaintiff credited defendant for the money she spent on flooring, cabinets, and other materials needed to repair the home. He testified, “So he said he was going to take it off the price of the house.”

¶ 28 Defendant testified on her own behalf. She first testified about plaintiff’s initial offer to sell the property to her for \$7,000. According to defendant, plaintiff called her in approximately May or June of 2020 and asked her if she was interested in buying a home he owned. Plaintiff showed defendant the home and told her he was selling it for \$7,000. Defendant testified, “I feel that I

didn't have to leave a disclosure of writing down you know paper between me and him because I trusted my uncle."

¶ 29 Defendant next testified that after the initial discussion about buying the property, she began working on repairs with her father, her children, friends of her children, and plaintiff. At some point in 2021, possibly in April, an appraiser came to the house while defendant and plaintiff were both present. Defendant attempted to testify to what the appraiser told them the house was worth, but the trial court sustained a hearsay objection.

¶ 30 According to defendant, plaintiff put the deed to the property in her name without first discussing the matter with her. She called the court and learned that the deed had been in her name for two years; however, she did not specify when she made this call. Defendant testified that she discussed the matter of the deed with plaintiff sometime in 2021, and plaintiff indicated that he told the court he "did it for [a] favor." Defendant thought this conversation may have taken place in April of 2021. Plaintiff's wife came into the room and asked defendant "you know nicely [to] just give it back, sign it back over." In response, defendant told Rosie that she and her children had "put too much work in the home for [defendant] to just give something back."

¶ 31 Defendant stated that by the end of 2021 or the beginning of 2022, the home was "halfway done." She got ready to move into the home a few weeks before Christmas of 2021, at which time it was "near about done to get inspected by the inspectors in East St. Louis."

¶ 32 At some point, plaintiff called defendant and told her to meet him at Holder's office to sign the paperwork. She met him there about a week later. Holder gave her five or six sheets of paper, which defendant acknowledged she did not read until she got home. She stated, "I didn't read it over, that was my fault." When she read the papers and saw that they said "lender/borrower,"

defendant called Holder to ask what that meant. However, Holder told defendant that she could not discuss the matter with her because defendant was not her client.

¶ 33 According to defendant, when she began making payments to plaintiff for the property, they exchanged money orders and receipts “hand-to-hand.” She brought the first three or four payments to plaintiff at 3600 Brady Avenue. She stated, “He didn’t have no problem with me coming by the home where he is staying at 3600 Brady.” However, after she brought him the payment for July 2022 on a Friday, plaintiff told defendant he could not give her a receipt at that time because he was in the middle of eating lunch. She noted that she did not see plaintiff the next day “because he didn’t come to work on the house at 530 North 33rd.” That Sunday after attending church, defendant went to 3600 Brady Avenue and knocked on the door. Plaintiff was socializing with guests at the house when defendant arrived. She asked plaintiff for a receipt. In response, he told defendant he had already put the receipt in the mailbox and then slammed the door in her face.

¶ 34 Defendant testified that she then got into an argument with a “young lady that’s some kin to” plaintiff’s wife when that individual approached defendant and said, “Who the F is you and get away from here.” Defendant acknowledged that this “made [her] go back at her.”

¶ 35 Defendant explained that she began sending payments to 3600 Brady Avenue because plaintiff “wasn’t receiving them from the 530 North 33rd Street where he said that he wanted these payments to be sent to.” She testified, “I have two envelopes that I had sent him to the 530 North 33rd Street. And he sent them back saying he [is] not receiving payments or anything from me.” Defendant did not specify when this occurred.

¶ 36 Defendant next testified about her efforts to obtain property insurance. She stated, “[W]hen we signed the papers in January [2022,] I had went and got coverage on the insurance of the home. But it took time for them to come out and inspect the home.” Defendant explained that she was

unable to obtain insurance at that time because the windows of the home were boarded up and one side of each window as “dry rotted.” She was unable to remove the boards herself, and when she called plaintiff to ask him to remove them, he did not return her calls. Eventually, the boards were removed. This time, Illinois Fair Plan accepted defendant’s money for insurance premiums, but they subsequently returned it.

¶ 37 Defendant testified that plaintiff filed “two non-stalking papers” against her in different months late in 2022. As a result, she was unable to make payments for a period of two months because she was not allowed to contact plaintiff, including through mail and third parties. The trial court took judicial notice of documents from St. Clair County case No. 22-OP-776, which were contained in Defendant’s Exhibits I and J. The documents show that a temporary stalking/no contact order was entered on October 5, 2022, and expired on November 2, 2022. The order prohibited defendant from contacting plaintiff in any manner, including by mail or through third parties. It also ordered her to stay at least 500 feet away from plaintiff and prohibited her from entering his place of residence, identified as 530 North 33rd Street. The request for a plenary order of protection was ultimately denied. Defendant did not offer any evidence concerning a second petition for a stalking/no contact order.

¶ 38 Defendant offered into evidence four exhibits related to her efforts to obtain insurance coverage. Defendant’s Exhibit D was a September 26, 2022, notice of declination she received from Illinois Fair Plan denying her application for insurance due to boarded-up windows and missing and/or damaged siding. Defendant’s Exhibit E was a December 29, 2022, fire insurance quote from Illinois Fair Plan naming defendant as the only insured. Defendant’s Exhibit F was a letter from Illinois Fair Plan to defendant dated June 2, 2022. The letter stated that defendant’s premium was being returned and indicated that the insurance company “will inspect first to

determine the property's acceptability." Defendant's Exhibit G was a notice of declination from Illinois Fair Plan dated January 26, 2023. The notice indicated that defendant's request for insurance was denied for the following reasons:

"An inspection of the property reveals an increase in hazard as evidenced by: Non-working vehicles on the premises. There is an accumulation of rubbish and debris in the yard. Eaves/soffits/fascia missing wood section and missing vinyl/aluminum eaves covering. Several windows, peeling paint with exposed wood and dry rot. Boarded window."

All four exhibits were admitted into evidence.

¶ 39 On cross-examination, defendant was asked whether the house was a gift to her. She replied, "Well, that's what my uncle told me." She testified that when she asked plaintiff why he had put the house in her name, "[h]e said because he told them that it was a gift." Defendant indicated that this discussion took place in 2020, in contrast to her earlier testimony that it occurred in 2021. She acknowledged that plaintiff offered to sell the house to her for \$7,000, but indicated that it was "months after" he told her it was a gift.

¶ 40 Defendant was next asked about insurance. She testified that she obtained fire insurance on the property in February 2023, but she acknowledged that she did not list plaintiff as an insured on the policy. She further testified that she did not know she was also required to obtain "building insurance."

¶ 41 Defendant testified that she did not know what a mortgage was. She acknowledged that she indicated in a discovery response that when she signed the papers at Holder's office, she thought she was signing a "bond for deed." Asked what she understood this to mean, defendant replied, "Renting to buy." She acknowledged that the agreement called for her to pay \$500 a month in rent until she paid a total of \$20,000.

¶ 42 Defendant acknowledged that she was required to pay real estate taxes and utilities. She stated that she did so. She acknowledged that plaintiff paid one utility bill, but she stated that it was before she moved into the home.

¶ 43 Defendant acknowledged that when her former attorney sent a payment on her behalf in July 2022, the address she gave him was 530 North 33rd Street. Asked to acknowledge that she knew this was the address she was supposed to use for sending payments to plaintiff, defendant replied, “That was in the notice.” She was not asked to clarify this response.

¶ 44 Plaintiff’s counsel called defendant’s attention to Plaintiff’s Exhibit G, the handwritten letter in which defendant informed plaintiff that she would not place any checks or money orders in the mail, which had been admitted into evidence previously. Defendant admitted writing the letter. Asked why, she responded, “Because we were doing hand-to-hand.” She further explained that plaintiff “said he wasn’t accepting anything from [her] address” in June of 2022. She noted that she was referring to a piece of mail returned to her at that time. Plaintiff’s counsel showed defendant Plaintiff’s Exhibit M, a copy of an envelope with a handwritten note stating, “I will not accept anything from anyone unless it’s from the mail lady. Mailman put this mail in the wrong mailbox.” After acknowledging this is what the notice said, defendant testified, “But it has been mailed there.” Plaintiff’s Exhibit M was subsequently admitted into evidence.

¶ 45 Defendant acknowledged that Rosie Griffin told her not to send payments to her address anymore. According to defendant, she stopped sending payments to 3600 Brady Avenue after this conversation. Asked where she sent payments, defendant responded, “I didn’t send them nowhere else.” Defendant admitted that she cashed the money orders plaintiff refused to accept from her in August, September, and October of 2022. She used the money to pay for work on the property that was necessary for her to obtain insurance and to pay her personal bills.

¶ 46 In rebuttal, plaintiff testified that he spent approximately \$30,000 on repairs to the home, but he did not ask defendant to reimburse him. He acknowledged that he agreed to replace the windows, but he denied agreeing to make any other repairs after signing the mortgage. Plaintiff testified that he purchased windows for the home and told defendant he would install them for her, but she refused to allow him to do so. Rosie also testified for plaintiff in rebuttal. She noted that she and plaintiff had never shared a residence. She acknowledged that defendant sent mail to her address and dropped items off at her home only “a few times.”

¶ 47 Both parties declined to present closing arguments. The trial court took the matter under advisement.

¶ 48 On May 15, 2025, the trial court entered a detailed written order containing its findings.¹ The court first found that the mortgage and note were signed by defendant and executed on January 20, 2022, referring to the exhibits containing those documents. Next, the court highlighted Holder’s testimony that she “presented and explained the entire document” to defendant prior to her signing it and that she provided copies to the parties. The court expressly found Holder’s testimony credible. The court further found that defendant signed the documents voluntarily and was not forced or coerced.

¶ 49 The trial court next found that when plaintiff transferred the property to defendant by deed, he intended to sell the property to her; he did not intend it to be a gift. The court found that the purchase price was \$20,000, and that defendant made the monthly \$500 mortgage payments between February and July of 2022.

¶ 50 Next, the trial court found that both parties presented credible evidence concerning the improvements each made to the property. The court acknowledged defendant’s contention that she

¹The record does not indicate the reason for the delay in ruling.

should be reimbursed for \$1,500 she spent on repairs by applying this sum to the mortgage payments due between July and October of 2022. However, the court found no evidence that the parties made any agreement regarding the cost of repairs. The court further found that plaintiff was entitled to reimbursement for his payment of defendant's utility bill.

¶ 51 The court next reviewed the conflicting testimony about the circumstances surrounding defendant's failure to make mortgage payments beginning in August 2022. The court found that defendant continued to send payments to Rosie's address after both plaintiff and Rosie told her not to do so. The court noted that defendant's attorney sent correspondence to plaintiff at the correct address. The court emphasized that there was no evidence that the terms of the note were modified to change the location where payments were to be delivered. Moreover, the court noted that defendant admitted cashing the money orders that were returned to her rather than setting them aside to attempt to redeem the property. As to the impact of the order of protection on defendant's ability to make payments, the court noted that the petition for a plenary order of protection was denied on November 2, 2022.

¶ 52 The court found defendant in default for failure to make required mortgage payments from August 2022 through May 2023. The court further found her in default for failing to obtain insurance coverage. The court noted that defendant received a notice of declination indicating that coverage was denied due to an increase of hazards on the property, such as the presence of non-working vehicles and an accumulation of trash and debris on the property. The court explained that, as such, coverage was not denied solely due to the boarded-up windows as defendant asserted. In addition, the court found defendant in default due to her failure to add plaintiff as an insured on the fire insurance policy she eventually obtained, as required in the agreement.

¶ 53 The court found that the amount owed to plaintiff included: (1) \$17,500 for principal still owed on the loan plus an “advance” to defendant;² and (2) \$6,134.33 in attorney fees, awarded pursuant to provisions in the mortgage and note. The court ruled that plaintiff had a lien on the property for the total debt of \$23,634.33. The court further ruled that any funds expended by plaintiff to insure the property and make necessary repairs and clean-up will become additional debt secured by the mortgage. The court indicated that the redemption period would end 90 days after the date of the judgment, on August 13, 2025, and that if defendant failed to redeem the property before that date, she would be required to vacate the premises and turn over the keys and possession of the property to plaintiff the following day. On May 27, 2025, defendant filed a timely *pro se* notice of appeal.

¶ 54

II. ANALYSIS

¶ 55 On appeal, defendant argues that the trial court’s judgment was against the manifest weight of the evidence. More specifically, she contends that the trial court erred in relying on false testimony from plaintiff regarding his address and the terms of the agreement. She further contends that she should not have been required to pay plaintiff’s attorney fees. We reject these contentions.

¶ 56 On appeal after a bench trial, we review the judgment to determine whether it was against the manifest weight of the evidence. *Camelot, Inc. v. Burke Burns & Pinelli, Ltd.*, 2021 IL App (2d) 200208, ¶ 50. We defer to the trial court’s findings of fact unless they are contrary to the manifest weight of the evidence, which occurs only when the opposite conclusion is clearly evident or when the findings are arbitrary, unreasonable, or not based on the evidence. *Staes & Scallan, P.C. v. Orlich*, 2012 IL App (1st) 112974, ¶ 35. We give great deference to the trial court’s

²There was no evidence of any “advance” plaintiff made to defendant other than the \$501 he paid for one of her utility bills.

credibility determinations because, as the finder of fact, the trial court was “ ‘in the best position to evaluate the conduct and demeanor of witnesses.’ ” *Id.* (quoting *Samour, Inc. v. Board of Election Commissioners of City of Chicago*, 224 Ill. 2d 530, 548 (2007)). We will affirm the judgment if the record contains any evidence to support the trial court’s findings. *Id.*

¶ 57 Defendant first argues that the trial court erred in “[r]endering a verdict that was based on false evidence due to the plaintiff providing misleading information regarding payments.” She emphasizes that plaintiff refused to accept payments he knew she sent and she asserts that he misrepresented his address. We are not persuaded.

¶ 58 There was conflicting evidence concerning plaintiff’s address. Defendant, Crockett, and Yates all testified that plaintiff lived with his wife at 3600 Brady Avenue, while plaintiff and Rosie testified that he lived at 530 North 33rd Street. Although the trial court did not make an express finding regarding plaintiff’s actual residence, it did find that the parties’ agreement required payments to be made at 530 North 33rd Street. The evidence overwhelmingly supports this finding. The note, which was entered into evidence, expressly required payments to be made at 530 North 33rd Street. Although defendant testified that plaintiff did not live there and that she did not want to mail payments to that address because no one lived there, she did not offer any evidence to contradict this. Further, defendant admitted that when her attorney sent a payment on her behalf to 530 North 33rd Street, this was the address she had provided.

¶ 59 Moreover, defendant’s failure to make required payments was not the only basis for the finding that she was in default. The trial court also found that she failed to comply with the requirement that she obtain insurance and list plaintiff as an additional insured on her policies. There was evidence that defendant’s initial application for insurance was denied due to the fact that the windows were boarded up when she initially moved into the home. However, there was

also evidence that her subsequent application for insurance was denied due to conditions that arose later, including an accumulation of trash and debris on the property as well as the presence of non-working vehicles. In addition, when defendant obtained fire insurance, she did not list plaintiff as an insured as she was required to do. In view of this evidence, we cannot say the trial court's findings of default were contrary to the manifest weight of the evidence.

¶ 60 Defendant next contends that the trial court erred in “[r]uling in favor of the plaintiff after the plaintiff provided false information regarding the terms and conditions of the property.” She asserts that the parties agreed to a purchase price of \$7,000 and that plaintiff “reneged” on this agreement after she began making repairs to the property. She further asserts, “It wasn’t until the plaintiff deceptively obtained an appraisal of the property that he decided to change the price to \$20,000.” We reject this claim for two reasons.

¶ 61 First, a contract for the sale of land must be in writing and signed by the parties to be enforced. 740 ILCS 80/2 (West 2020). Here, there is undisputed evidence that plaintiff initially offered to sell the property for \$7,000. While there is conflicting testimony as to whether defendant accepted that offer, there is no evidence that the parties entered into a written and signed agreement for a sale at that price. Thus, even assuming defendant accepted the offer, this alleged oral agreement was not enforceable.

¶ 62 Second, the mortgage and note signed by the parties in January 2022 constituted a valid modification of any prior agreement because it satisfied the requirements for a valid original contract, including offer, acceptance, consideration, and mutual assent. See *Schwinder v. Austin Bank of Chicago*, 348 Ill. App. 3d 461, 470 (2004). Indeed, defendant acknowledged in her testimony that she agreed to pay plaintiff \$20,000 despite her previous agreement to pay \$7,000.

Thus, we conclude the evidence supported the trial court's finding that the price of the property was \$20,000.

¶ 63 Finally, defendant argues that she should not be required to pay plaintiff's attorney fees for two reasons. First, she states that she was "the person who originally started the court proceedings." Second, she argues that plaintiff can afford to pay his own fees. Neither of these assertions are supported by the record. There is no evidence that defendant initiated proceedings against plaintiff regarding the property at issue, nor is there any evidence concerning plaintiff's financial circumstances or ability to pay attorney fees. Moreover, the trial court ordered defendant to pay plaintiff's attorney fees because both the note and the mortgage expressly required her to do so. There is no basis upon which to overturn the trial court's decision to order defendant to pay plaintiff's attorney fees.

¶ 64

III. CONCLUSION

¶ 65 For the foregoing reasons, we affirm the judgment of the trial court.

¶ 66 Affirmed.