

IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

SPARTAN PROPERTY MANAGER, LLC, Plaintiff-Appellant,

v.

A LLC and WITHOUT RECOURSE, Defendants-Appellees.

Appeal from the Circuit Court of Lake County.
Honorable Janelle K. Christensen, Judge, Presiding.
No. 24-CH-226

JUSTICE HUTCHINSON delivered the judgment of the court, with opinion.
Justices McLaren and Mullen concurred in the judgment and opinion.

OPINION

¶ 1 Plaintiff, Spartan Property Manager, LLC (Spartan), appeals from the trial court's dismissal, with prejudice, of its complaint for strict foreclosure against defendants, A LLC and Without Recourse (collectively, defendants) pursuant to section 2-615 of the Code of Civil Procedure (Code) (735 ILCS 5/2-615 (West 2024)). Plaintiff contends that it stated a legally cognizable claim for strict foreclosure against defendants pursuant to section 15-1603.5 of the Illinois Mortgage Foreclosure Law (Foreclosure Law) (*id.* § 15-1603.5). Additionally, plaintiff contends that the trial court erred in dismissing its complaint for strict foreclosure with prejudice. For the following reasons, we affirm in part and vacate in part.

¶ 2

I. BACKGROUND

¶ 3 On December 22, 2020, Lima One Capital LLC (Lima One) filed a mortgage foreclosure complaint against MKF Properties Inc. (MKF), Michal Feducik (Feducik), White Sands Enterprise LLC (White Sands), and unknown owners and nonrecord claimants. As to the unknown owners and nonrecord claimants, plaintiff averred that there were other persons with interest in the action and with some interest in the subject real estate, but upon “diligent inquiry,” the names of such persons could not be ascertained.

¶ 4 The complaint stated the following relevant facts. As president and principal member of MKF, Feducik executed a mortgage to Lima One on June 28, 2018, for \$609,700.00, secured by six properties in Lake County. The Lake County recorder recorded the mortgage on July 11, 2018. After Feducik failed to make the required mortgage payments, Lima One sent Feducik a notice of default on July 30, 2020. Lima One noted a subordinate interest in the properties held by “[White Sands] by virtue of the fact of that Recorded Notice recorded against the subject Properties in Lake County Recorder of Deeds August 10, 2020, as Document No. 7682576.”

¶ 5 The August 10, 2020, Recorded Notice was executed by Feducik and prepared by White Sands. The notice was indexed to 22 properties, including the 6 properties subject to the foreclosure complaint. The notice contained the following language:

“(A) THE NAMES AND ADDRESSES OF THE PERSONS MAKING THE CLAIM OR ASSERTING THE INTEREST DESCRIBED IN THE NOTICE: NAME: WHITE SANDS ENTERPRISES, LLC; A LLC; AND WITHOUT RECOURSE. ADDRESS: 7373 E. DOUBLETREE RANCH ROAD, STE 165, SCOTTSDALE, AZ 85258, MARICOPA, COUNTY, USA.

(B) THAT SUCH PERSONS HAVE OR CLAIM SOME INTEREST IN OR LIEN ON THE SUBJECT REAL ESTATE: WHITE SANDS ENTERPRISE, LLC; A LLC; AND WITHOUT RECOURSE.

(C) THE NATURE OF THE CLAIM: OWNERSHIP INTEREST.

(D) THE NAMES OF THE PERSONS AGAINST WHO THE CLAIM IS MADE: MKF PROPERTIES, INC.

(E) A LEGAL DESCRIPTION OF THE REAL ESTATE SUFFICIENT TO IDENTIFY IT WITH REASONABLE CERTAINTY: SEE ATTACHED. COMMONLY KNOWN AS: SEE ATTACHED.

(F) THE NAME AND ADDRESS OF THE PERSON EXECUTING THE NOTE: MICHAL KAMIL FEDUCIK.

(G) THE NAME AND ADDRESS OF THE PERSON PREPARING THE NOTICE: WHITE SANDS ENTERPRISE, LLC. ADDRESS: 7373 E. DOUBLETREE RANCH ROAD, STE 165, SCOTTSDALE, AZ 85258, MARICOPA, COUNTY, USA.”

¶ 6 On October 15, 2021, the trial court entered a judgment of foreclosure and sale, terminating all interests MKF, Feducik, White Sands, and unknown owners and nonrecord claimants had in the properties. On April 25, 2022, the trial court confirmed the judicial sale of the properties from Lima One to Spartan. As the holder of the certificate of sale, Spartan was awarded immediate possession of the properties. On April 27, 2022, the properties were conveyed to Spartan through a sheriff’s deed. The deed was recorded with the Lake County recorder on May 10, 2022.

¶ 7 On November 20, 2024, Lima One filed a complaint for strict foreclosure to quiet title to five of the properties, pursuant to section 15-1603.5 of the Foreclosure Law. The complaint averred that plaintiff had discovered that defendants may have acquired an interest in the properties before

the foreclosure action and their interests were “inadvertently or mistakenly not addressed or extinguished.” Defendants’ interests had thus created a cloud on the title to the five properties.

¶ 8 On March 26, 2025, after much difficulty in serving notice on defendants, including the issuance of three separate alias summonses, Lima One filed a motion for an order of default and a motion for entry of judgment for strict foreclosure. On May 7, 2025, defendants appeared in the matter. Defendants filed a motion to strike and dismiss Lima One’s complaint pursuant to sections 2-615 and 2-619(a) of the Code. See *id.* §§ 2-615, 2-619(a).

¶ 9 In the 2-615 portion of the motion, defendants claimed to have acquired their ownership interest in the properties by way of a quit claim deed, giving them a fee simple interest in the properties. Notice of defendants’ interest was recorded on August 10, 2020. Defendants averred that because their interest in the properties was fee simple, section 15-1603.5 of the Foreclosure Law did not apply to them, as that section only applies to omitted subordinate lien interests. Defendants argued that the term “ ‘omitted subordinate interest’ ” in section 15-1603.5(a)(3) of the Foreclosure Law refers to a recorded subordinate interest that has “attached to the real estate,” indicating that it is referring to a subordinate “lien” interest. See *id.* § 15-1603.5(a)(3). Citing the legislative history behind the statute, including readings of the proposed bill, defendants claimed the legislative intent of section 15-1603.5 of the Foreclosure Law made it applicable to only subordinate lien interests due to repeated use of the term “subordinate lien holder.” Based on the foregoing, defendants claimed that Lima One had failed to state a cause of action because defendants were not subordinate lien holders.

¶ 10 Regarding the 2-619(a) portion of the motion, defendants argued that the complaint for strict foreclosure should be dismissed because Lima One lacked standing to file the complaint after having assigned its interest in the properties to Spartan.

¶ 11 In response to defendants’ motion to dismiss under section 2-615 of the Code, Lima One argued that the language of section 15-1603.5 of the Foreclosure Law is unambiguous as to its definition of “omitted subordinate interest” and “should be interpreted as written and not limited to omitted recorded subordinate liens.” As for the motion’s 2-619(a) portion, Lima One admitted that Spartan was the proper party and asked the trial court to allow it to amend the complaint to substitute Spartan as plaintiff pursuant to section 2-616(a) of the Code (*id.* § 2-616(a)).

¶ 12 Defendants filed a reply to Lima One’s response wherein they argued that the plain language of section 15-1603.5(a)(4) of the Foreclosure Law supported their position that it does not apply to an ownership interest in real estate because “a conveyance of real property is not an attachment of the creditor’s interest in the real property.” In contrast, “a lien interest is an attachment of the creditor’s interest in the real property.” See *id.* § 15-1603.5(a)(4). Further, defendants conceded that Lima One would still be able to clear the title to the properties “under the normal foreclosure statute, which is the appropriate avenue.”

¶ 13 Following a hearing on August 1, 2025, the trial court granted Lima One’s motion for leave to file an amended complaint. In the order, the trial court stated as follows:

“Because the only substantive change to the Amended Complaint is to substitute and name the correct party to cure the standing argument raised in the Motion to Dismiss, the Defendants’ Motion to Dismiss regarding the application of [section 15-1603.5 of the Foreclosure Law] applies equally to the Amended Complaint. Because the parties have already briefed and argued the application of [section 15-1603.5 of the Foreclosure Law], and because the Amendment to the Complaint will have no bearing on the application of the statute, the court shall apply the fully briefed Motion to Dismiss to the Amended

Complaint and rule on the Defendant’s Motion to Dismiss without further argument or briefing.”

¶ 14 On August 15, 2025, the trial court issued a written order granting defendants’ motion to dismiss Spartan’s complaint, with prejudice. The trial court reiterated that section 15-1603.5 of the Foreclosure Law defines an “ ‘omitted subordinate interest’ ” as “the interest attached to the real estate.” *Id.* § 15-1603.5(a)(3). Citing this court’s holding in *Westberg v. Barcroft*, 2022 IL App (2d) 210543, the trial court noted that the term “attached” refers to a lien interest where a lien “attaches” to real property. The trial court found that liens “attach” to real property, whereas ownership of real property does not “attach” to real property. Based on the plain language of the statute, the trial court determined that the definition of an “ ‘omitted subordinate interest’ ” with respect to the interest attached to the real estate is intended to sever the interest of lien holders who were omitted from the original foreclosure action.

¶ 15 The trial court went on to find that even if the statute’s use of the term “attached” were ambiguous, the legislative history illustrates that the legislature intended the term “attached” to mean the “attachment of a subordinate lien interest.”

¶ 16 Spartan then filed this timely appeal.

¶ 17 II. ANALYSIS

¶ 18 In this appeal, Spartan contends that the trial court erred in granting defendants’ motion to dismiss, pursuant to section 2-615 of the Code, by finding that section 15-1603.5 of the Foreclosure Law applied only to omitted subordinate lien interests attached to the properties and not to the fee simple ownership interests claimed by defendants. Additionally, Spartan contends that the trial court abused its discretion in dismissing its strict foreclosure complaint with prejudice. We address each contention in turn.

¶ 19 The crux of Spartan’s appeal raises a question of statutory interpretation. The primary objective of statutory interpretation is to give effect to the intent of the legislature, and the most reliable indicator of legislative intent is the language of the statute given its plain, ordinary, and popularly understood meaning. *Gardner v. Mullins*, 234 Ill. 2d 503, 511 (2009). When determining the meaning of a statute, it “ ‘should be read as a whole with all relevant parts considered.’ ” *Id.* (quoting *Kraft, Inc. v. Edgar*, 138 Ill. 2d 178, 189 (1990)). If the statutory language is clear, a reviewing court need not resort to extrinsic aids of construction, such as legislative history. *Northern Kane Educational Corp. v. Cambridge Lakes Education Ass’n*, 394 Ill. App. 3d 755, 758 (2009). In such situations, a court may not depart from the plain language of the statute and read into it exceptions, limitations, or conditions that are inconsistent with the express legislative intent. *Landheer v. Landheer*, 383 Ill. App. 3d 317, 321 (2008). Nonetheless, when reviewing a statute, we also consider the subject it addresses and the legislature’s apparent objective in enacting the statute while presuming that the legislature did not intend to create absurd, inconvenient, or unjust results. *Fisher v. Waldrop*, 221 Ill. 2d 102, 112 (2006). Statutory construction presents a question of law, which we review *de novo*. *Wade v. City of North Chicago Police Pension Board*, 226 Ill. 2d 485, 510-11 (2007).

¶ 20 Spartan first argues that the trial court erred by misinterpreting the plain meaning of section 15-1603.5 of the Foreclosure Law by limiting its applicability to omitted subordinate lien interests. Section 15-1603.5 of the Foreclosure Law provides as follows:

“§ 15-1603.5. Strict foreclosure of an omitted subordinate interest.

(a) As used in this Section, ‘omitted subordinate interest’ means a recorded subordinate interest in real estate where:

(1) the real estate is the subject of a foreclosure action under this Article;

(2) a motion to confirm judicial sale under subsection (b) of Section 15-1508 is either pending or has been granted;

(3) the interest attached to the real estate prior to the filing or recording of any notice in accordance with Sections 2-1901 and 15-1503; and

(4) the person who has the interest was not named in the foreclosure complaint.” 735 ILCS 5/15-1603.5(a) (West 2024).

¶ 21 The statute defines “ ‘omitted subordinate interest’ ” as “the interest attached to the real estate.” *Id.* § 15-1603.5(a)(3). The term “attached” is not defined. In *Westberg*, 2022 IL App (2d) 210543, we analyzed a judgment lien against a property held in joint tenancy. We found that after the death of the joint tenant against whom the judgment lien was entered, “there was no longer a property interest upon which the judgment lien could attach.” *Id.* ¶ 34. Further, this court similarly found in *Merchants National Bank of Aurora v. Olson*, 27 Ill. App. 3d 432, 434 (1975), that a judgment lien against a joint tenant extinguished at the time of his death “because there was no interest to which [the lien] could attach or be levied on.”

¶ 22 Liens “attach” to real property while ownership interests do not. We can find no case law, nor does *Spartan* cite any, where the term “attach” is used in a manner to the contrary. *Spartan* does cite two cases—*Rice v. United Mercantile Agencies of Louisville*, 395 Ill. 512 (1946), and *PNC Bank, National Ass’n v. Pattermann*, 2016 IL App (3d) 150568—involving the attachment of a homestead exemption. However, a homestead exemption “attaches” to an already existing possessory interest via statute. See *Rice*, 395 Ill. at 515 (a homestead is a possessory estate, requires actual possession by a householder, and involves some right in the property to which the homestead attaches); *Pattermann*, 2016 IL App (3d) 150568, ¶ 11 (same). Here, defendants claim fee simple ownership interest in the properties by way of alleged quit claim deeds. Therefore, their interest

did not attach to the properties upon acquisition and is not subject to section 15-1603.5 of the Foreclosure Law, based on the statute's plain language.

¶ 23 Spartan also argues that the trial court erred in looking to the legislative intent of section 15-1603.5 of the Foreclosure Law because the term “attach” is not ambiguous. We agree with that assertion, but, based on the foregoing, we disagree with Spartan over what “attach” unambiguously means. Notably, the trial court also found the term “attach” to be unambiguous in its written order before analyzing the legislative intent of the statute. It only looked to the legislative intent “in the alternative,” if it were to find the term ambiguous. Although we need not look to the legislative history of section 15-1603.5 of the Foreclosure Law based on our holding here, for the sake of a complete analysis, we will briefly analyze it to “ascertain and give effect to the intent of the legislature.” *Williams v. Bruscato*, 2021 IL App (2d) 190971, ¶ 13.

¶ 24 On March 4, 2014, there was a third reading of Senate Bill 2730 on the floor of the Illinois General Assembly Senate. Senator Mulroe stated as follows:

“Senate Bill 2730 preserves the stability of sales after a foreclosure action and ensures an efficient method for terminating junior lien interests by—by allowing a purchaser of foreclosed property to initiate a strict foreclosure proceeding when a junior lien was omitted in the original action. The process gives notice and an opportunity for the junior lienholder to redeem. If the junior lienholder fails to respond and pay the redemption amount, then the purchaser obtains clear title.” 98th Ill. Gen. Assem., Senate Proceedings, Mar. 4, 2014, at 24 (statements of Senator Mulroe).

On May 29, 2014, the Illinois General Assembly House of Representatives had a third reading of Senate Bill 2730. Representative Nekritz stated as follows:

“Senate Bill 2730 deals with the situation where there’s been a foreclosure action but there is a subordinate lien holder that was not named in the complaint as part of the foreclosure process. And this sets up [an] easier process *** for taking care of that subordinate . . . [and] in dealing with that subordinate interest in cleaning titles so that properties can be moved off the foreclosure process *** and sold.” 98th Ill. Gen. Assem., House Proceedings, May 29, 2014, at 30 (statements of Representative Nekritz).

¶ 25 The term “attached” was intended by the legislature, as used in the context of section 15-1603.5 of the Foreclosure Law, to mean the attachment of a subordinate lien interest. The legislature’s failure to identify strictly omitted property owners in the statute is telling. We may not depart from the plain language of the statute and read into it exceptions, limitations, or conditions that are inconsistent with the express legislative intent. *Landheer*, 383 Ill. App. 3d at 321. As such, we find that the term “omitted subordinate interest,” as used in section 15-1603.5 of the Foreclosure Law, applies only to subordinate lien interests that have “attached” to the properties at issue here.

¶ 26 Finally, Spartan contends that the trial court erred in dismissing its complaint with prejudice. Spartan argues that it should be allowed to amend its complaint to allege alternative causes of action to extinguish defendants’ subordinate interest pursuant to section 2-616(a) of the Code, which provides:

“(a) At any time before final judgment amendments may be allowed on just and reasonable terms, introducing any party who ought to have been joined as plaintiff or defendant, dismissing any party, changing the cause of action or defense or adding new causes of action or defenses, and in any matter, either of form or substance, in any process, pleading, bill of particulars or proceedings, which may enable the plaintiff to sustain the

claim for which it was intended to be brought or the defendant to make a defense or assert a cross claim.” 735 ILCS 5/2-616(a) (West 2024).

¶ 27 We review this issue for an abuse of discretion. See *Loyola Academy v. S&S Roof Maintenance, Inc.*, 146 Ill. 2d 263, 273-74 (1992). In deciding a motion to allow a plaintiff to replead after a dismissal with prejudice, the trial court must consider (1) whether the proposed amendment would cure the defective pleading, (2) whether other parties would sustain prejudice or surprise from the proposed amendment, (3) whether the proposed amendment is timely, and (4) whether previous opportunities to amend the complaint could be identified. *Id.* at 273.

¶ 28 Regarding the first factor, allowing Spartan to amend its complaint would have allowed it to cure defects by simply selecting a cause of action that fits the facts as pled. Under the second factor, defendants freely admitted in the underlying proceedings, and in their arguments presented to us, that Spartan has a cause of action under a different avenue of the Foreclosure Law. As to the third factor, Spartan requested to amend its complaint very early in the underlying proceedings. Even now, it remains unclear whether defendants possess the quit claim deeds to the properties, as they appear nowhere in the record. Finally, with respect to the fourth factor, Spartan made one prior amendment to substitute itself for Lima One as the proper plaintiff. Spartan made no other changes to the pleadings.

¶ 29 With all four factors weighing in Spartan’s favor, we find the trial court abused its discretion in dismissing the complaint with prejudice. There is cause to allow Spartan to amend its complaint and allege alternative causes of action to extinguish defendants’ subordinate interest, a remedy that defendants admit would be just. As such, we vacate the trial court’s “with prejudice” portion of the dismissal and remand for further proceedings consistent with this opinion.

¶ 30

III. CONCLUSION

¶ 31 For the reasons stated, the judgment of the circuit court of Lake County is hereby affirmed in part and vacated in part.

¶ 32 Affirmed in part and vacated in part.

Spartan Property Manager, LLC v. A LLC, 2026 IL App (2d) 250404

Decision Under Review: Appeal from the Circuit Court of Lake County, No. 24-CH-226; the Hon. Janelle K. Christensen, Judge, presiding.

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