

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 735. Civil Procedure
Act 5. Code of Civil Procedure (Refs & Annos)
Article XV. Mortgage Foreclosure (Refs & Annos)
Part 15. Judicial Foreclosure Procedure (Refs & Annos)

735 ILCS 5/15-1504
Formerly cited as IL ST CH 110 ¶ 15-1504

5/15-1504. Pleadings and service

Effective: June 1, 2013
[Currentness](#)

§ 15-1504. Pleadings and service.

(a) Form of Complaint. A foreclosure complaint may be in substantially the following form:

(1) Plaintiff files this complaint to foreclose the mortgage (or other conveyance in the nature of a mortgage) (hereinafter called “mortgage”) hereinafter described and joins the following person as defendants: (here insert names of all defendants).

(2) Attached as Exhibit “A” is a copy of the mortgage and as Exhibit “B” is a copy of the note secured thereby.

(3) Information concerning mortgage:

(A) Nature of instrument: (here insert whether a mortgage, trust deed or other instrument in the nature of a mortgage, etc.)

(B) Date of mortgage:

(C) Name of mortgagor:

(D) Name of mortgagee:

(E) Date and place of recording:

(F) Identification of recording: (here insert book and page number or document number)

(G) Interest subject to the mortgage: (here insert whether fee simple, estate for years, undivided interest, etc.)

(H) Amount of original indebtedness, including subsequent advances made under the mortgage:

(I) Both the legal description of the mortgaged real estate and the common address or other information sufficient to identify it with reasonable certainty:

(J) Statement as to defaults, including, but not necessarily limited to, date of default, current unpaid principal balance, per diem interest accruing, and any further information concerning the default:

(K) Name of present owner of the real estate:

(L) Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated:

(M) Names of defendants claimed to be personally liable for deficiency, if any:

(N) Capacity in which plaintiff brings this foreclosure (here indicate whether plaintiff is the legal holder of the indebtedness, a pledgee, an agent, the trustee under a trust deed or otherwise, as appropriate):

(O) Facts in support of redemption period shorter than the longer of (i) 7 months from the date the mortgagor or, if more than one, all the mortgagors (I) have been served with summons or by publication or (II) have otherwise submitted to the jurisdiction of the court, or (ii) 3 months from the entry of the judgment of foreclosure, if sought (here indicate whether based upon the real estate not being residential or real estate value less than 90% of amount owed, etc.):

(P) Statement that the right of redemption has been waived by all owners of redemption, if applicable:

(Q) Facts in support of request for attorneys' fees and of costs and expenses, if applicable:

(R) Facts in support of a request for appointment of mortgagee in possession or for appointment of receiver, and identity of such receiver, if sought:

(S) Offer to mortgagor in accordance with Section 15-1402 to accept title to the real estate in satisfaction of all indebtedness and obligations secured by the mortgage without judicial sale, if sought:

(T) Name or names of defendants whose right to possess the mortgaged real estate, after the confirmation of a foreclosure sale, is sought to be terminated and, if not elsewhere stated, the facts in support thereof:

REQUEST FOR RELIEF

Plaintiff requests:

(i) A judgment of foreclosure and sale.

(ii) An order granting a shortened redemption period, if sought.

(iii) A personal judgment for a deficiency, if sought.

(iv) An order granting possession, if sought.

(v) An order placing the mortgagee in possession or appointing a receiver, if sought.

(vi) A judgment for attorneys' fees, costs and expenses, if sought.

(b) Required Information. A foreclosure complaint need contain only such statements and requests called for by the form set forth in subsection (a) of Section 15-1504 as may be appropriate for the relief sought. Such complaint may be filed as a counterclaim, may be joined with other counts or may include in the same count additional matters or a request for any additional relief permitted by Article II of the Code of Civil Procedure.¹

(c) Allegations. The statements contained in a complaint in the form set forth in subsection (a) of Section 15-1504 are deemed and construed to include allegations as follows:

(1) that, on the date indicated, the obligor of the indebtedness or other obligations secured by the mortgage was justly indebted in the amount of the indicated original indebtedness to the original mortgagee or payee of the mortgage note;

(2) that the exhibits attached are true and correct copies of the mortgage and note and are incorporated and made a part of the complaint by express reference;

(3) that the mortgagor was at the date indicated an owner of the interest in the real estate described in the complaint and that as of that date made, executed and delivered the mortgage as security for the note or other obligations;

(4) that the mortgage was recorded in the county in which the mortgaged real estate is located, on the date indicated, in the book and page or as the document number indicated;

(5) that defaults occurred as indicated;

(6) that at the time of the filing of the complaint the persons named as present owners are the owners of the indicated interests in and to the real estate described;

(7) that the mortgage constitutes a valid, prior and paramount lien upon the indicated interest in the mortgaged real estate, which lien is prior and superior to the right, title, interest, claim or lien of all parties and nonrecord claimants whose interests in the mortgaged real estate are sought to be terminated;

(8) that by reason of the defaults alleged, if the indebtedness has not matured by its terms, the same has become due by the exercise, by the plaintiff or other persons having such power, of a right or power to declare immediately due and payable the whole of all indebtedness secured by the mortgage;

(9) that any and all notices of default or election to declare the indebtedness due and payable or other notices required to be given have been duly and properly given;

(10) that any and all periods of grace or other period of time allowed for the performance of the covenants or conditions claimed to be breached or for the curing of any breaches have expired;

(11) that the amounts indicated in the statement in the complaint are correctly stated and if such statement indicates any advances made or to be made by the plaintiff or owner of the mortgage indebtedness, that such advances were, in fact, made or will be required to be made, and under and by virtue of the mortgage the same constitute additional indebtedness secured by the mortgage; and

(12) that, upon confirmation of the sale, the holder of the certificate of sale or deed issued pursuant to that certificate or, if no certificate or deed was issued, the purchaser at the sale will be entitled to full possession of the mortgaged real estate against the parties named in clause (T) of paragraph (3) of subsection (a) of Section 15-1504 or elsewhere to the same effect; the omission of any party indicates that plaintiff will not seek a possessory order in the order confirming sale unless the request is subsequently made under subsection (h) of § 15-1701 or by separate action under Article 9 of this Code.²

(d) Request for Fees and Costs. A statement in the complaint that plaintiff seeks the inclusion of attorneys' fees and of costs and expenses shall be deemed and construed to include allegations that:

(1) plaintiff has been compelled to employ and retain attorneys to prepare and file the complaint and to represent and advise the plaintiff in the foreclosure of the mortgage and the plaintiff will thereby become liable for the usual, reasonable and customary fees of the attorneys in that behalf;

(2) the plaintiff has been compelled to advance or will be compelled to advance, various sums of money in payment of costs, fees, expenses and disbursements incurred in connection with the foreclosure, including, without limiting the generality of the foregoing, filing fees, stenographer's fees, witness fees, costs of publication, costs of procuring and preparing documentary evidence and costs of procuring abstracts of title, Torrens certificates, foreclosure minutes and a title insurance policy;

(3) under the terms of the mortgage, all such advances, costs, attorneys' fees and other fees, expenses and disbursements are made a lien upon the mortgaged real estate and the plaintiff is entitled to recover all such advances, costs, attorneys' fees, expenses and disbursements, together with interest on all advances at the rate provided in the mortgage, or, if no rate is provided therein, at the statutory judgment rate, from the date on which such advances are made;

(4) in order to protect the lien of the mortgage, it may become necessary for plaintiff to pay taxes and assessments which have been or may be levied upon the mortgaged real estate;

(5) in order to protect and preserve the mortgaged real estate, it may also become necessary for the plaintiff to pay liability (protecting mortgagor and mortgagee), fire and other hazard insurance premiums on the mortgaged real estate, make such repairs to the mortgaged real estate as may reasonably be deemed necessary for the proper preservation thereof, advance for costs to inspect the mortgaged real estate or to appraise it, or both, and advance for premiums for pre-existing private or governmental mortgage insurance to the extent required after a foreclosure is commenced in order to keep such insurance in force; and

(6) under the terms of the mortgage, any money so paid or expended will become an additional indebtedness secured by the mortgage and will bear interest from the date such monies are advanced at the rate provided in the mortgage, or, if no rate is provided, at the statutory judgment rate.

(e) Request for Foreclosure. The request for foreclosure is deemed and construed to mean that the plaintiff requests that:

(1) an accounting may be taken under the direction of the court of the amounts due and owing to the plaintiff;

(2) the defendants be ordered to pay to the plaintiff before expiration of any redemption period (or, if no redemption period, before a short date fixed by the court) whatever sums may appear to be due upon the taking of such account, together with attorneys' fees and costs of the proceedings (to the extent provided in the mortgage or by law);

(3) in default of such payment in accordance with the judgment, the mortgaged real estate be sold as directed by the court, to satisfy the amount due to the plaintiff as set forth in the judgment, together with the interest thereon at the statutory judgment rate from the date of the judgment;

(4) in the event the plaintiff is a purchaser of the mortgaged real estate at such sale, the plaintiff may offset against the purchase price of such real estate the amounts due under the judgment of foreclosure and order confirming the sale;

(5) in the event of such sale and the failure of any person entitled thereto to redeem prior to such sale pursuant to this Article, the defendants made parties to the foreclosure in accordance with this Article, and all nonrecord claimants given notice of the foreclosure in accordance with this Article, and all persons claiming by, through or under them, and each and any and all of them, may be forever barred and foreclosed of any right, title, interest, claim, lien, or right to redeem in and to the mortgaged real estate; and

(6) if no redemption is made prior to such sale, a deed may be issued to the purchaser thereat according to law and such purchaser be let into possession of the mortgaged real estate in accordance with Part 17 of this Article.³

(f) Request for Deficiency Judgment. A request for a personal judgment for a deficiency in a foreclosure complaint if the sale of the mortgaged real estate fails to produce a sufficient amount to pay the amount found due, the plaintiff may have a personal

judgment against any party in the foreclosure indicated as being personally liable therefor and the enforcement thereof be had as provided by law.

(g) Request for Possession or Receiver. A request for possession or appointment of a receiver has the meaning as stated in subsection (b) of Section 15-1706.

(h) Answers by Parties. Any party may assert its interest by counterclaim and such counterclaim may at the option of that party stand in lieu of answer to the complaint for foreclosure and all counter complaints previously or thereafter filed in the foreclosure. Any such counterclaim shall be deemed to constitute a statement that the counter claimant does not have sufficient knowledge to form a belief as to the truth or falsity of the allegations of the complaint and all other counterclaims, except to the extent that the counterclaim admits or specifically denies such allegations.

Credits

P.A. 82-280, § 15-1504, added by P.A. 84-1462, § 2, eff. July 1, 1987. Amended by P.A. 85-907, Art. I, § 1, eff. Nov. 23, 1987; P.A. 86-974, § 1, eff. July 1, 1990; P.A. 88-265, § 5, eff. Jan. 1, 1994; P.A. 91-357, § 250, eff. July 29, 1999; P.A. 97-1164, § 15, eff. June 1, 2013.

Formerly Ill.Rev.Stat.1991, ch. 110, ¶ 15-1504.

[Notes of Decisions \(101\)](#)

Footnotes

- 1 [735 ILCS 5/2-101 et seq.](#)
- 2 [735 ILCS 5/9-101 et seq.](#)
- 3 [735 ILCS 5/15-1701 et seq.](#)

735 I.L.C.S. 5/15-1504, IL ST CH 735 § 5/15-1504

Current through P.A. 103-593 of the 2024 Reg. Sess. Some statute sections may be more current, see credits for details.