

APPENDIX

A- satisfaction of mortgage

B-Assignment to petitioner Balitha owner of trust #7623

C-Quit claim deed into trust #7623 by petitioner Jozette

D-Title search showing title was never conveyed out of trust

E-Orders from lower courts

Loan#: 0074344839
 Srv#: 2514657RL1
 Page 2

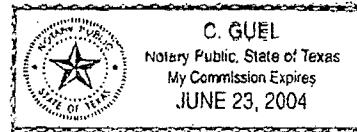
State of TEXAS }
 County of BEXAR } ss.

On OCTOBER 24, 2003, before me, the undersigned officer, personally appeared J.B. Kerns, Vice President personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

C. Guel

 Notary Public



PREPARED BY: T.D. Service Company, 1820 E. First St., Suite 300
 Santa Ana, CA 92705, DAWNA HANSON

(Appendices A)



Doc#: 0335718006
 Eugene "Gene" Moore Fee: \$26.50
 Cook County Recorder of Deeds
 Date: 12/23/2003 08:28 AM Pg: 1 of 2



Recording Requested By:
 T.D. SERVICE COMPANY

And When Recorded Mail To:
 T.D. Service Company
 1820 E. First St., Suite 300
 Santa Ana, CA 92705

Loan#: 0074344839 Service#: 2514657RL1



SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, holder of a certain mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same. Accordingly, the County Recorder is hereby authorized and directed to discharge the same upon the record of said mortgage.

Original Mortgagor: JOZETTE GREENFIELD, AN UNMARRIED WOMAN

Original Mortgagee: LONG BEACH MORTGAGE COMPANY

Mortgage Dated: MARCH 18, 2003

Recorded on: APRIL 09, 2003

as Instrument No. 0030474752 in Book No. --- at Page No. ---

Property Address: 821 NORTH MENARD AVENUE, CHICAGO, IL 60651

County of COOK, State of ILLINOIS

PIN# 16-05-428-014-0000

Legal Description: THE NORTH 1/2 OF LOT 32 AND ALL OF LOT 33 IN LEWIS AND BARNES' SUBDIVISION OF BLOCK 13 IN SALISBURY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
 IN WITNESS WHEREOF, THE UNDERSIGNED, BY THE OFFICER DULY AUTHORIZED, HAS DULY EXECUTED THE FOREGOING INSTRUMENT ON OCTOBER 04, 2003

LONG BEACH MORTGAGE COMPANY

By: J. P. Kerns
 J. P. Kerns, Vice President

(Appendices A)

Sy
 11/11/03

ASSIGNMENT

Chicago, Illinois

Dated: June 29th 2004

FOR VALUE RECEIVED we hereby sell, assign, transfer and set over unto _____

Balitha Greenfield

I do deed to owner above below will give owner ship to;
50% Tony Curtis Jr. SS# 334-86-4877 S/ Tony Curtis SS#
all my rights, powers, privileges and beneficial interest in and to that certain trust agreement dated
the 29th day of June in the year 2004, and known as Cosmopolitan
Bank and Trust Number # 7623, including all interest of the undersigned in the
property held subject to said trust agreement.

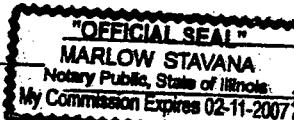
The power of direction under this Trust hereafter shall be exercised by: _____

Balitha Greenfield

The signatures of all trust beneficiaries are subscribed
and sworn to before me by the above named this
29th day of June,

in the year 2004.

Marlow Stavano
NOTARY PUBLIC



ACCEPTANCE

We accept the foregoing assignment subject to all of the provisions of said trust agreement, and subject
to Power of Direction as stated above.

Balitha Greenfield

Address 1728 Pontarelli Ct.

Soc. Sec. No. 1261

Address _____

Soc. Sec. No. 824704

Address _____

Soc. Sec. No. THIS IS TO CERTIFY THAT THE ABOVE AND

Address _____ FORGOING IS A TRUE AND CORRECT COPY OF

Soc. Sec. No. THE ORIGINAL NOW HELD IN OUR FILE.

Address _____

Soc. Sec. No. COSMOPOLITAN BANK AND TRUST

By: Marlow Stavano

LAND TRUST ADMINISTRATOR

7623

TRUSTEE'S RECEIPT

COSMOPOLITAN BANK & TRUST, as Trustee under its Trust Number

hereby acknowledges receipt of the foregoing assignment this 20th day of August
in the year 2004.

As to the validity of the assignment and acceptance of the trustee assumes no responsibility, nor for the
percentage of interest, authenticity of signatures or sufficiency thereof.

COSMOPOLITAN BANK & TRUST,
as Trustee as aforesaid

By: John M. Stavano

Land Trust Administrator, Notary Public

(Note: This assignment should be executed in duplicate by both assignor and assignee and one
executed copy lodged with Cosmopolitan Bank and Trust.)

HOLCLOKEY PRINTING (201) 762-2644

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

STATEMENT BY GRANTOR AND GRANTEE

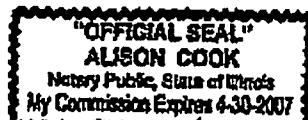
The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated June 21st, 2004.

Signature: Elmer Spangler
Grantor or Agent

Subscribed and sworn to before me

by the said Andrew Stravaglio
this 2 day of July, 2004
Notary Public Stravaglio



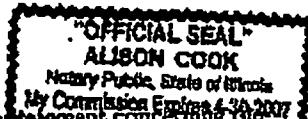
The Grantee or his Agent affirms and verifies that the name of the Grantor is John Doe and the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated June 2/51, 2004

Signature: Jeffrey S. Schlesinger
Grantee or Agent

Subscribed and sworn to before me

by the said Markow Stavrev
this 21 day of June, 2024
Notary Public: P. A. M. S.



Note: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attached to Deed or AB1 to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

Revised 10/02-cp

(Appendices C)

EXHIBIT Q.D.

In no case shall any party dealing with said Trustee, or any successor in trust, be retained in said real estate, or in whom said real estate or any part thereof shall be conveyed, construed to be sold, leased or managed by said Trustee, or by successor in trust, be obliged to see to the application of the purchase money, fees or moneys borrowed or advanced on said real estate, or be obliged to see that the terms of said trust have been complied with, or be obliged to inquire into the authority, power, or competency of any act of said Trustee, or be obliged to inquire into any of the terms of said Trust Agreement and every deed, title deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, or relating to said real estate shall be conclusive evidence in favor of every person & including the Register of Titles of said county) relying on or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Deed and by said Trust Agreement are in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in said Trust Agreement or in all amendments thereto, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver to any such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his, her or their predecessor in trust.

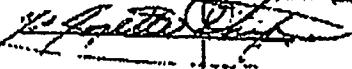
This conveyance is made on the express understanding and condition that neither Comptophian Bank and Trust individually, or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim or judgment for anything of any kind or in any amount in respect of said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any amount, obligation or liability incurred or created shall by said Trustee or successor in trust real estate may be created and be to the name of the then beneficiaries under said Trust Agreement or their attorney-in-fact, hereby irrevocably appointed by such persons, or at the election of the Trustee in its own name, as trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only to for the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the time of the recording and the filing of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and all persons claiming under them or any of them shall be only in the earnings, fruits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title to interest, legal or equitable, in or to said real estate as such his only interest in the earnings, fruits and proceeds thereof as aforesaid, the intention hereof being to vest in said Comptophian Bank & Trust, as Trustee the entire legal and equitable title in fee simple, in and to all of said real estate.

If the title to any of said real estate is now or hereafter repossessed, the Register of Titles is hereby directed and to register or enter in the certificate of title or duplicate thereof, or otherwise, the words "in trust" or "trust condition," or "with limitations" or words of similar import, in accordance with the statute in such case made and provided.

Homestead Exemption - laws of the State of Illinois.

IN WITNESS WHEREOF, I, the undersigned, have signed this deed, the 21st day of June, 2017.



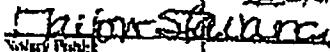
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said

County, in the State of Illinois, do hereby certify that

Jozette Greenfield

Personally known to me to be the same person whose name is affixed to the foregoing instrument, acknowledged before me this day, in person and acknowledged that she signed, sealed and delivered the said instrument to her as a Notary Public for the sum and purpose shown under my hand and seal this 21st day of June, 2017.



Prepared by Marlow Stavans
Name & Address of Taxpayer:

MS Jozette Greenfield

211 N Wabash

Chicago, IL

60651

"OFFICIAL SEAL"
MARLOW STAVANS
Notary Public State of Illinois
My Commission Expires 02-11-2017

Mail Recorded Deed to
1100 Wabash 11th Fl 11115
Chicago, IL 60601
Marlow Stavans
(Notary Public)

(Appendices C)



QUIT CLAIM

Deed in Trust

Grantor(s) M.S. JazetteGreenfieldCounty of CookState of Illinois

Doc#: 0417345188
 Eugene "Gene" Moore Fee: \$26.50
 Cook County Recorder of Deeds
 Date: 6/27/2019 02:16 PM Pg: 1 of 6

(Reserved for Recorder's Use Only)

for and in consideration of TEN Dollars (\$ 10.00), and other valuable consideration, receipt of which is hereby acknowledged, convey(s) and warrant(s) unto COSMOPOLITAN BANK AND TRUST, 801 N. Clark St, Chicago, Illinois 60610-3287, a corporation of Illinois, duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated 21 day of May in the year 2002, and known as trust number 7623, the following described real estate in Cook County, Illinois, together with the appurtenances annexed thereto:

The North 1/2 Lot 32 and all of Lot 33 in Lewis & Barnes' Subdivision of block 13 in Salibury's Subdivision of the East 1/2 of the Southeast 1/4 of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS

821 N. Marnard Chicago, Ill 60651

P.L.N.:

16-05-728-014-0000

TO HAVE AND TO HOLD said real estate with the appurtenances, in the trust, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, plant and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee to dedicate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases commence in present or in future, and on any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, to renew or extend leases on any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, to contract respecting the manner of fixing the amount of present or future rents, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

(Appendices C)

(3.) EXHIBIT

12. LIS PENDENS NOTICE, CASE NO. 17CH3708, FILED BY JOZETTE PEPPER GREENFIELD PLAINTIFF(S), AND AGAINST CENURY 21 AFFILIATED, EARL RUTHMAN AND CARMELO RODRIGUEZ DEFENDANT(S) RECORDED MARCH 16, 2017 AS DOCUMENT NO. 1707516038.
EQUITABLE LIEN ON CASE OF ACTION RECORDED JUNE 12, 2017 AS DOCUMENT NO. 1716329027, BY JOZETTE GREENFIELD (PETITIONER) AND AGAINST KLUVER & PLATT, LLC, CARMELO RODRIGUEZ, DEUTSCH BANK GROUP, CHICAGO TITLE INSURANCE COMPANY AND FIDELTY NATIONAL TITLE GROUP IN THE AMOUNT OF \$500,000.00.
13. WARRANTY DEED DATED DECEMBER 7, 2018 AND RECORDED DECEMBER 10, 2018 AS DOCUMENT NO. 1834457189 FROM CARMELO RODRIGUEZ TO VANESSA MUNOZ.
14. MORTGAGE DATED DECEMBER 7, 2018 AND RECORDED DECEMBER 10, 2018 AS DOCUMENT NO. 1834457190 MADE BY VANESSA MUNOZ TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., NOMINEE FOR COMPASS MORTGAGE, INC., TO SECURE AND INDEBTEDNESS OF \$204,670.00.
15. TAX NOS. 16-05-428-046 AND 16-05-428-047, VOLUME 547

THE WITHIN REPORT CONTAINS INFORMATION OBTAINED FROM PRIVATE LAND RECORDS OR FROM THOSE PUBLIC RECORDS WHICH BY LAW IMPART CONSTRUCTIVE NOTICE OF MATTERS RELATING TO THE LAND AND WHICH ARE REQUIRED BY LAW TO BE MAINTAINED IN PUBLIC OFFICES IN THE COUNTY IN WHICH THE LAND IS SITUATED. EASEMENTS, RIGHTS OF WAY OR SIMILAR NON-POSSESSORY INTEREST, HOWEVER, ARE NOT REPORTED. THE INFORMATION REPORTED IS LIMITED TO THE PERIOD DURING WHICH THE CURRENT OWNER HAS HELD TITLE, AS REFLECTED ABOVE, AND IS PROVIDED FOR THE BENEFIT OF THE NAMED PARTY ONLY. *THIS REPORT IS NOT INTENDED TO BE, NOR SHALL IT BE DEEMED TO BE, A LEGAL OPINION OF TITLE OR ANY FORM OF TITLE INSURANCE AND SHOULD NOT BE RELIED UPON AS SUCH.* LIABILITY FOR NEGLIGENCE HEREUNDER IS LIMITED TO ACTUAL LOSS SUSTAINED BUT IN NO EVENT MORE THAN \$500.00.



CHARLES PAPP
SENIOR EXECUTIVE VICE-PRESIDENT

REFER INQUIRIES TO:
RAPID TITLE SERVICES
(312) 236-7300 EXT. 44743 - COOK (630) 462-7800 - OTHER

(3.) EXHIBIT

AFFIDAVIT OF RECISSION RECORDED APRIL 7, 2004 AS DOCUMENT NO. 0409811235, BY LONG BEACH MORTGAGE RE: ABOVE SATISFACTION WAS RECORDED IN ERROR AND IS NULL AND VOID.

ABSTRACT OF TITLE BY DECLARATION IN THE NATURE OF AN AFFIDAVIT JUDGEMENT IN ESTOPPEL (03CH16968) RECORDED OCTOBER 17, 2005 AS DOCUMENT NO. 0529045133, BY JOZETTE GREENFIELD.

LIS PENDENS NOTICE, CASE NO. 07CH6775 RE: FORECLOSURE, FILED BY DB STRUCTURED PRODUCTS, INC. PLAINTIFF(S), AND AGAINST JOZETTE GREENFIELD AND COSMOPOLITAN BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 21, 2002 AND KNOWN AS TRUST NO. 762 DEFENDANT(S) RECORDED JANUARY 29, 2008 AS DOCUMENT NO. 0802918079.

LAST ASSIGNMENT OF MORTGAGE TO REO PROPERTIES CORPORATION RECORDED DECEMBER 4, 2008 AS DOCUMENT NO. 0833904155.

CORRECTIVE AFFIDAVIT RECORDED APRIL 14, 2017 AS DOCUMENT NO. 1710429104, BY JOZETTE PEPPER GREENFIELD, DOCUMENT STATES: 0409811235 WAS RECORDED AS FRAUD, NOTIFICATION WAS FILED IN THE CHICAGO LAW BULLETIN ON 3/28/17 - 4/11/17, NO SUCH COMPANY NAME LONG BEACH.

5. ASSIGNMENT DATED NOVEMBER 21, 2002 AND RECORDED APRIL 5, 2004 AS DOCUMENT NO. 0409603034 BY SPATHIES CONSTRUCTION COMPANY, ASSIGNS BENEFICIAL INTEREST OF AUSTIN BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 21, 2002 AND KNOWN AS TRUST NO. 7623 TO JOZETTE GREENFIELD.
6. QUIT CLAIM DEED DATED JUNE 21, 2004 AND RECORDED JUNE 21, 2004 AS DOCUMENT NO. 0417345156 FROM JOZETTE GREENFIELD TO COSMOPOLITAN BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 21, 2002 AND KNOWN AS TRUST NO. 7623.
7. JUDICIAL SALE DEED DATED SEPTEMBER 18, 2009 AND RECORDED MARCH 23, 2010 AS DOCUMENT NO. 1008218123 FROM INTERCOUNTY JUDICIAL SALE CORPORATION (07CH6775) TO DB STRUCTURED PRODUCS, INC.
8. QUIT CLAIM DEED DATED OCTOBER 8, 2013 AND RECORDED OCTOBER 16, 2013 AS DOCUMENT NO. 1328922087 FROM DB STRUCTURED PRODUCTS, INC. TO REO PROPERTIES CORPORATION II.
9. LAND PATENT NAME CHANGE RECORDED JULY 3, 2014 AS DOCUMENT NO. 1418413039, DOCUMENT STATES: JEREMIAH PRICE OR FAMILY OF PRICE LAND PATENT WILL BE GRANTED TO: 1) BALITHA GREENFIELD 2) JOZETTE GREENFIELD 3) TONY CURTIS, JR. 4) TOREY CURTIS.
10. LIS PENDENS NOTICE, CASE NO. 15CH17131 RE: QUIET TITLE, FILED BY JOZETTE GREENFIELD PLAINTIFF(S), AND AGAINST REO PROPERTIES, ET AL DEFENDANT(S) RECORDED DECEMBER 1, 2015 AS DOCUMENT NO. 1533544055.

ORDER OF DISMISSAL RECORDED JULY 18, 2016 AS DOCUMENT NO. 1620057076, DEFENDANT'S MOTION FOR DISMISSAL IS GRANTED.

11. SPECIAL WARRANTY DEED DATED JUNE 14, 2016 AND RECORDED JULY 18, 2016 AS DOCUMENT NO. 1620056084 FROM REO PROPERTIES CORPORATION II TO CARMELO RODRIGUEZ.



(3.) EXHIBIT

120 N. LASALLE STREET, SUITE 900, CHICAGO, IL 60602 PHONE: 312-236-7300 FAX: 312-236-0284

JANUARY 03, 2019

GREATER ILLINOIS TITLE COMPANY-RTS
120 NORTH LASALLE STREET, SUITE 900
CHICAGO, IL 60602

CUSTOMER REFERENCE NUMBER: ATTN: JOZETTE TUPPER-GREENFIELD / PH. 312-599-7709

REGARDING TRACT SEARCH: RTS PRIME
ORDER NUMBER: 90024872
ADDRESS: 821 NORTH MENARD
CHICAGO, IL

WITH REGARD TO OUR SEARCH OF THE AFORESAID PROPERTY, LEGALLY DESCRIBED AS:

THE NORTH 1/2 OF LOT 32 AND ALL OF LOT 33 IN LEWIS AND BARNES' SUBDIVISION OF BLOCK 13 IN SALISBURY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EFFECTIVE DATE: DECEMBER 20, 2018

A. CHAIN OF TITLE FROM 2000 TO PRESENT

B. THE FOLLOWING ITEMS ARE OF RECORD AND NOTED FOR YOUR INFORMATION:

1. WARRANTY DEED DATED JANUARY 29, 2000 AND RECORDED FEBRUARY 17, 2000 AS DOCUMENT NO. 00121119 FROM SECRETARY OF HOUSING AND URBAN DEVELOPMENT TO JOHN H. DEAR.
2. QUIT CLAIM DEED DATED FEBRUARY 1, 2000 AND RECORDED OCTOBER 17, 2000 AS DOCUMENT NO. 00808056 FROM JOHN H. DEAR TO JOHN H. DEAR AND JOZETTE GREENFIELD.
3. QUIT CLAIM DEED DATED AUGUST 23, 2001 AND RECORDED AUGUST 23, 2001 AS DOCUMENT NO. 0010778281 FROM JOHN H. DEAR TO JOZETTE GREENFIELD.
4. MORTGAGE DATED MARCH 18, 2003 AND RECORDED APRIL 9, 2003 AS DOCUMENT NO. 0030474752 MADE BY JOZETTE GREENFIELD TO LONG BEACH MORTGAGE COMPANY, TO SECURE AN INDEBTEDNESS OF \$176,800.00.

LIS PENDENS NOTICE, CASE NO. **03CH16968** RE: FORECLOSURE, FILED BY LONG BEACH MORTGAGE COMPANY PLAINTIFF(S), AND AGAINST JOZETTE GREENFIELD DEFENDANT(S) RECORDED NOVEMBER 26, 2003 AS DOCUMENT NO. 0333026068.

SATISFACTION OF MORTGAGE DATED OCTOBER 4, 2003 AND RECORDED DECEMBER 23, 2003 AS DOCUMENT NO. 0335718006.

A Policy Issuing Agent of Chicago Title Insurance Company

120 N. LaSalle Street, Suite 900, Chicago, IL 60602 Phone: 312-236-7300 Fax: 312-236-0284

File Number: **90024872**

Invoice as of: **01/03/2019**

Customer:

Seller/Owner

Greater Illinois Title Company-RTS
120 North LaSalle Street, Suite 900
Chicago, IL 60602

Buyer/Borrower:

Property address: **821 North Menard**
Chicago, IL

Customer Reference Number: **Attn: Jozette**
Tupper-Greenfield / ph. 312-599-7709

Type of service: **RTS (Prime)**

Invoice Date: 12/6/2018

Invoice Number: 142365

Description	Amount
RTS PRIME	\$175.00
Total Customary Buyer/Borrower Charges: \$175.00	
Total Amount:	\$175.00
Payments/Credits:	\$0.00
Net Amount Due:	\$175.00

NOTE FOR INFORMATION: THIS INVOICE DOES NOT INCLUDE ANY MUNICIPAL TRANSFER TAXES.

REMIT PAYMENT TO: GREATER ILLINOIS TITLE COMPANY, 120 NORTH LASALLE STREET, SUITE 900, CHICAGO, IL 60602

Greater Illinois Title Company may be providing agency escrow closing services for this transaction. If you desire to set up an appointment for closing, please contact us:

CHICAGO LOOP (312) 236-7300	CHICAGO NORTH (773) 774-3500	WESTCHESTER (708) 449-6919	CRYSTAL LAKE (815) 479-9491
GURNEE (847) 245-1100	ARLINGTON HTS. (847) 956-8885	OAK LAWN (708) 424-8600	GENEVA (630) 578-7171
WHEATON (630) 462-7800	HOMewood (708) 957-7000	DOWNERS GROVE (630) 929-5100	
YORKVILLE (630) 385-9000	SHOREWOOD (815) 725-5270		
CHICAGO LOOP (312) 236-7300	CHICAGO NORTH (773) 774-3500	WESTCHESTER (708) 449-6919	CRYSTAL LAKE (815) 479-9491
GURNEE (847) 245-1100	ARLINGTON HTS. (847) 956-8885	OAK LAWN (708) 424-8600	GENEVA (630) 578-7171
WHEATON (630) 462-7800	HOMewood (708) 957-7000	DOWNERS GROVE (630) 929-5100	
YORKVILLE (630) 385-9000	SHOREWOOD (815) 725-5270		

We are willing to provide agency escrow closing services before and after normal business hours, on weekends or at locations outside our offices, for an additional fee of \$150.

rbottke 01/03/2019

Page 1 of 1

(Appendices D)

IN THE APPELLATE COURT, STATE OF ILLINOIS
FIRST DISTRICT

VANESSA MUNZO,)
Plaintiff-Appellee,)
v.)
JOZETTE PEPPER GREENFIELD,) Trial Court No.: 19OP72255
Defendant-Appellant.) 17MC1202896
-)
)
)
)
)
)
)
)
)
)
)

ORDER

This cause having come before the Court on the Court's own motion, the Court finding that the appellant has failed to file a brief within the time prescribed by Supreme Court Rule 343(a);

IT IS HEREBY ORDERED that this case is DISMISSED FOR WANT OF PROSECUTION.

Enter:

ORDER ENTERED

DEC 10 2020

James Fitzgerald Smith

Justice

APPELLATE COURT FIRST DISTRICT

Terrence Lavin

Justice

Cynthia Y. Cobbs

Justice

(APPendices E)



SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721

CAROLYN TAFT GROSBOULL
Clerk of the Court
(217) 782-2035
TDD: (217) 524-8132

November 03, 2021

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, IL 60601-3103
(312) 793-1332
TDD: (312) 793-6185

Jozette Pepper Greenfield
1305 N. Harlem, Apt. #3
Oak Park, IL 60302

In re: Greenfield v. Munoz
127303

Today the following order was entered in the captioned case:

Motion by Petitioners, *pro se*, for leave to file a motion for reconsideration of the order denying petition for leave to appeal. Denied.

Order entered by the Court.

Very truly yours,

Carolyn Taft Gosboll

Clerk of the Supreme Court

cc: Balitha Greenfield
Hinshaw & Culbertson LLP

(APPENDICES E)



SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721
(217) 782-2035

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, IL 60601-3103
(312) 793-1332
TDD: (312) 793-6185

September 29, 2021

In re: Balitha Greenfield et al., petitioners, v. Vanessa Munoz,
respondent. Leave to appeal, Appellate Court, First District.
127303

The Supreme Court today DENIED the Petition for Leave to Appeal in the above
entitled cause.

The mandate of this Court will issue to the Appellate Court on 11/03/2021.

Very truly yours,

Carolyn Taft Gosboll

Clerk of the Supreme Court

(Appendices E)

SUPREME COURT OF ILLINOIS

WEDNESDAY, SEPTEMBER 29, 2021

THE FOLLOWING CASES ON THE LEAVE TO APPEAL DOCKET WERE DISPOSED OF AS INDICATED:

126057 - Jamal Shehadeh, petitioner, v. Sheriff Michael Downey, respondent.
Leave to appeal, Appellate Court, Third District. 3-17-0158
Petitioner having failed to file a Petition for Leave to Appeal within the time allowed by order, this case is Dismissed.

126362 - People State of Illinois, respondent, v. Dmitry Kolesnikov, petitioner.
Leave to appeal, Appellate Court, Second District. 2-18-0787
Petition for Leave to Appeal Denied.

In the exercise of this Court's supervisory authority, the Appellate Court, Second District, is directed to vacate its judgment in People v. Kolesnikov, case No. 2-18-0787 (08/24/20). The appellate court is directed to consider the effect of the opinion of the United States Supreme Court in Caniglia v. Strom, 593 U.S. _____ (2021), on the issue of whether the police officers' entry into defendant's home was justified in accordance with the community-caretaking doctrine and determine if a different result is warranted.

126575 - People State of Illinois, respondent, v. Francisco Carrion, petitioner.
Leave to appeal, Appellate Court, First District. 1-17-1001
Petition for Leave to Appeal Denied.

126638 - People State of Illinois, respondent, v. Lonnie B. Pritchard, petitioner.
Leave to appeal, Appellate Court, Second District. 2-19-0180
Petition for Leave to Appeal Denied.

126768 - People State of Illinois, petitioner, v. Derrick D. Jenkins, respondent.
Leave to appeal, Appellate Court, Fourth District. 4-19-0878, 4-19-0908
Petitioner having failed to file a Petition for Leave to Appeal within the time allowed by order, this case is Dismissed.

127299 - U.S. Bank National Association, respondent, v. Lioubov Popvytch, petitioner. Leave to appeal, Appellate Court, First District. 1-20-0541
Petition for Leave to Appeal Denied.

Overstreet, J. took no part.

127300 - People State of Illinois, respondent, v. Pedro A. Ramos, petitioner. Leave to appeal, Appellate Court, Third District. 3-19-0441
Petition for Leave to Appeal Denied.

Carter, J. took no part.

127301 - People State of Illinois, respondent, v. Ariel Gomez, petitioner. Leave to appeal, Appellate Court, First District. 1-19-2020
Petition for Leave to Appeal Denied.

127302 - People State of Illinois, respondent, v. Kenny Pugh, petitioner. Leave to appeal, Appellate Court, First District. 1-18-1981
Petition for Leave to Appeal Denied.

127303 - Balitha Greenfield et al., petitioners, v. Vanessa Munoz, respondent. Leave to appeal, Appellate Court, First District. 1-20-0875
Petition for Leave to Appeal Denied.

127305 - People State of Illinois, respondent, v. Frank Thomas, petitioner. Leave to appeal, Appellate Court, First District. 1-19-0332
Petition for Leave to Appeal Denied.

127306 - People State of Illinois, respondent, v. Scott Stoutenborough, petitioner. Leave to appeal, Appellate Court, Fourth District. 4-18-0809
Petition for Leave to Appeal Denied.

127307 - People State of Illinois, respondent, v. Stanley Boclair, petitioner. Leave to appeal, Appellate Court, Fourth District. 4-18-0813
Petition for Leave to Appeal Denied.

127308 - Ibrahim Mustafaa, petitioner, v. Illinois Department of Healthcare and Family Services et al., etc., respondents. Leave to appeal, Appellate Court, First District. 1-19-0744
Petition for Leave to Appeal Denied.

SIXTH DIVISION
May 14, 2021

No. 1-20-0875

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 JUDICIAL DISTRICT

BALITHA GREENFIELD and JOZETTE)	
PEPPER GREENFIELD,)	
)	Appeal from the
Plaintiffs-Appellants,)	Circuit Court of Cook County.
)	
v.)	19 CH 4814
)	
VANESSA MUNOZ,)	Honorable Eve Reilly,
)	Judge Presiding.
Defendant-Appellee.)	

JUSTICE CONNORS delivered the judgment of the court.
Presiding Justice Mikva and Justice Johnson concurred in the judgment.

ORDER

¶ 1 *Held:* Appeal dismissed for plaintiffs' failure to comply with Illinois Supreme Court Rules.

¶ 2 Plaintiffs Balitha Greenfield and Jozette Pepper Greenfield brought a *pro se* action to quiet title against two defendants: Chicago Title Company (Chicago Title)¹ and Vanessa Munoz, pertaining to the subject property at 821 North Menard Avenue in Chicago. Chicago Title brought a section 2-615 (735 ILCS 5/2-615 (West 2018)), motion to dismiss, as well as a section

¹ Chicago Title is not a party to this appeal.

2-619 (735 ILCS 5/2-619 (West 2018)), motion to dismiss. The trial court granted the section 2-615 motion to dismiss, with prejudice. Munoz also filed section 2-615 and 2-619 motions to dismiss. The trial court granted Munoz's section 2-615 motion to dismiss without prejudice on October 15, 2019. Plaintiffs were given until November 12, 2019, to file an amended complaint.

¶ 3 At some point after this, an attorney filed an appearance on behalf of Balitha, but there is no date on the notice in the record. Balitha then filed an amended complaint on November 7, 2019. Her claims against Munoz were entitled, "Complaint Ownership of Land," "Wrongful Taking and Detention Pursuant to 735 ILCS 5/19-129", "Trespass to Chattel," and "Conversion."

¶ 4 Munoz filed a motion to dismiss the amended complaint, in which she detailed the timeline of plaintiffs' "serial litigation" as follows. In 2009, Jozette lost interest in the subject property as the result of a foreclosure action that had begun in 2007. Jozette appealed the judgment in the foreclosure action, and the judgment was affirmed by this court. See *D.B. Structured Products, Inc. v. Jozette Greenfield*, No. 1-09-2488 (April 26, 2011). Jozette then filed a lawsuit in the U.S. District Court for the Northern District of Illinois (09-cv-3576). The District Court dismissed Jozette's complaint, finding that she was precluded from pursuing her claims pursuant to the adjudication on the merits of the foreclosure action and the affirmation of that foreclosure action by this court on appeal.

¶ 5 Jozette filed two additional lawsuits in the U.S. District Court for the Northern District of Illinois asserting similar claims related to the foreclosure of the subject property. Both complaints were summarily dismissed. Jozette appealed these dismissals to the United States Court of Appeals for the Seventh Circuit. The Seventh Circuit affirmed the dismissals. Jozette then filed a petition for *writ of certiorari* to the United States Supreme Court, which was denied.

¶ 6 Jozette was eventually evicted from the subject property. She then filed multiple post-judgment motions in the eviction action seeking to vacate the judgment for possession that had been entered against her on April 24, 2013. The motions were denied. Jozette then appealed the judgment for possession and eviction, and this court dismissed the appeal stating, “any further filings in the [eviction appeal] may be considered civil and/or criminal contempt and be so executed on.” *REO Properties Corporation v. Jozette Greenfield*, No. 1-13-3084 (Apr. 24, 2014).

¶ 7 It is unclear why, but another judgment for possession against Jozette was entered on July 9, 2015. Jozette appealed that eviction action, which we dismissed on November 3, 2016. *REO Properties Corp. v. Jozette Pepper Greenfield*, No. 1-15-2163 (Nov. 3, 2016). During the pendency of that appeal, Jozette filed another lawsuit seeking to challenge the rights to the subject property in the Chancery Division. The quiet title action was dismissed with prejudice on July 8, 2016.

¶ 8 Jozette filed several motions to reconsider the dismissal of her quiet title action, which were all denied. She then appealed the dismissal of her quiet title action and on March 24, 2017, and we dismissed her appeal. *Jozette Pepper Greenfield v. REO Properties Corporation*, No. 1-17-0040 (March 24, 2017). Jozette filed two additional lawsuits during the pendency of that appeal.

¶ 9 On May 7, 2018, Balitha filed a section 2-1401 petition (735 ILCS 5/2-1401 (West 2018)) to vacate the order approving the judicial sale of the subject property that had been entered almost 10 years prior in the foreclosure action. The trial court dismissed the petition with prejudice finding that Balitha was not a necessary party to the foreclosure under section 15-1501 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1501 (West 2018)). We dismissed the

appeal from this order for want of prosecution as Balitha failed to file a brief. *Balitha Greenfield v. REO Properties Corp. et al.*, No. 1-18-1987 (May 8, 2019).

¶ 10 After discussing the history of plaintiffs' lawsuits pertaining to the subject property, Munoz argued in her motion to dismiss that the complaint was barred by *res judicata* because the trial court had entered a final judgment on this issue in the foreclosure action and Munoz was in privity with the previous owners of the property. Munoz also argued that plaintiffs failed to state a cause of action, and that there were no facts presented that would entitle plaintiffs to relief. Finally, Munoz argued that the amended complaint was barred by section 1509(c) of the Illinois Mortgage Foreclosure Law which provides that the vesting of title of deed shall be an entire bar of all claims of parties to the foreclosure. 735 ILCS 5/15-1509(c) (West 2018).

¶ 11 Balitha's attorney filed a motion to withdraw on October 31, 2019, which was granted on December 4, 2019. Plaintiffs hired a different attorney, who appeared on December 30, 2019. The trial court then gave plaintiffs until February 5, 2020, to respond to the motion to dismiss. Thereafter, the trial court again extended the time for plaintiffs to file a motion to dismiss until February 25, 2020, and again until March 17, 2020. Plaintiffs never filed a response to the motion to dismiss, and never asked for an additional extension of time after March 17, 2020.

¶ 12 Jozette filed an amended complaint on July 27, 2020, without requesting leave to file, thereby missing the November 12, 2019, deadline to file her amended complaint.

¶ 13 On August 12, 2020, the trial court held a hearing on Munoz's motion to dismiss. Jozette appeared, but Balitha did not. The trial court found that it had "already found that Balithda did not have an interest in this property," and dismissed with prejudice all claims against defendant and struck Jozette's amended complaint.

¶ 14 Jozette filed a *pro se* notice of appeal on behalf of herself and Balitha on August 12, 2020. Balitha filed a motion to amend the notice of appeal on behalf of herself and Jozette on September 21, 2020. We denied the motion to file an amended notice of appeal, as the motion did not contain a proposed notice of appeal and instead argued the case on the merits. Accordingly, the August 12, 2020, notice of appeal filed by Jozette is the notice of appeal on record in this case.

¶ 15 Based on the August 12, 2020, notice of appeal, Munoz contends that we do not have jurisdiction because Jozette filed the notice of appeal on behalf of both herself and Balitha, and she cannot represent Balitha since Jozette is not an attorney. “A notice of appeal is a procedural device filed with the trial court that, when timely filed, vests jurisdiction in the appellate court in order to permit review of the judgment such that it may be affirmed, reversed or modified.”

General Motors Corp. v. Pappas, 242 Ill. 2d 163, 173 (2011). Because the filing of a notice of appeal is the jurisdictional step to initiate appellate review, the reviewing court has no jurisdiction unless there is a properly filed notice of appeal. *People v. Smith*, 228 Ill. 2d 95, 104 (2008).

¶ 16 However, a notice of appeal should be liberally construed and considered as a whole. *Id.* at 104-05. The notice of appeal informs the prevailing party in the trial court that the other party seeks review of the judgment and is sufficient to confer jurisdiction on an appellate court when it fairly and adequately sets out the judgment complained of and the relief sought. *Id.* “An appellant’s failure to comply with the form of the notice is not fatal when the deficiency is one of form, rather than substance, and the appellee is not prejudiced.” *Smith v. American Heartland Insurance Company*, 2017 IL App (1st) 161144, ¶ 17.

¶ 17 In the case at bar, we find that any failure on the part of plaintiffs to comply with the form of the notice of appeal was not fatal, and we retain jurisdiction over this appeal. Illinois Supreme Court Rule 303(b)(4) (eff. July 1, 2017) states that the notice of appeal “shall contain the name and address of each appellant or appellant’s attorney.” Here, the caption on the notice of appeal lists the appellants as both Balitha and Jozette, but only lists Jozette’s street address. While the notice of appeal is signed by Jozette only, we note that the current version of the rule does not require all appellants to sign the notice of appeal. Ill. S. Ct. R. 303(b)(4) (eff. July 1, 2017).

¶ 18 We do not believe that Jozette filed a notice of appeal on behalf of Balitha, but rather that plaintiffs jointly filed a *pro se* notice of appeal that inadvertently omitted Balitha’s address. We find support for this conclusion in the record. For example, the docketing statement lists Balitha as the appellant, and includes only Balitha’s address. Plaintiffs’ opening brief on appeal lists both Jozette and Balitha as appellants, but states that it was respectfully submitted by “Balitha, *et. al.*,” and is signed by Balitha only. The address listed under “Balitha, *et al.*” is Jozette’s address. Additionally, after Balitha filed an application to waive fees, this court advised that if Jozette did not also file an application, our order would only apply to Balitha. Jozette then joined the application and we waived fees for both plaintiffs.

¶ 19 Accordingly, because the only portion of the notice of appeal that was missing was Balitha’s address, which was a failure to comply with the form of the notice of appeal, not the substance, and Munoz was not prejudiced by the omissions, we find that the notice was not fatal and we have jurisdiction over this appeal. *Smith*, 2017 IL App (1st) 161144, ¶ 17 (“An appellant’s failure to comply with the form of the notice is not fatal when the deficiency is one of form, rather than substance, and the appellee is not prejudiced.”)

¶ 20 Before we can reach the merits of this case, however, we must first address Munoz's contention that this appeal should be dismissed for plaintiffs' failure to comply with Illinois Supreme Court Rules 341(h) (eff. Oct. 1, 2020) and 342 (eff. Oct. 1, 2019), governing the content of an appellant's brief. "The rules of procedure concerning appellate briefs are rules and not mere suggestions." *Niewold v. Fry*, 306 Ill. App. 3d 735, 737 (1999). Failure to comply with the rules regarding appellate briefs is not an inconsequential matter. *Burmac Metal Finishing Co. v. West Bend Mutual Insurance Co.*, 356 Ill. App. 3d 471, 478 (2005). The purpose of the rules is to require parties before a reviewing court to present clear and orderly arguments so that the court can properly ascertain and dispose of the issues involved. *Zadrozny v. City of Colleges of Chicago*, 220 Ill. App. 3d 290, 292 (1991).

¶ 21 *Pro se* litigants like plaintiffs are not entitled to more lenient treatment than attorneys. *Holzrichter v. Yorath*, 2013 IL App (1st) 110287, ¶ 78. In Illinois, parties choosing to represent themselves without a lawyer must comply with the same rules and are held to the same standards as licensed attorneys. *People v. Richardson*, 2011 IL App (4th) 100358, ¶ 12; *In re Estate of Pellico*, 394 Ill. App. 3d 1052, 1067 (2009) ("*pro se* litigants are presumed to have full knowledge of applicable court rules and procedures and must comply with the same rules and procedures as would be required of litigants represented by attorneys.") Illinois courts have strictly adhered to this principle, and a "*pro se* litigant must comply with the rules of procedure required of attorneys, and a court will not apply a more lenient standard to *pro se* litigants." *People v. Fowler*, 222 Ill. App. 3d 157, 163 (1991). "While this court is not bound to enforce strict, technical compliance with the rules where, despite minor inadequacies in an appellate brief, the basis for an appeal is fairly clear [citation], a party's failure to comply with basic rules

is grounds for disregarding his or her arguments on appeal." *Epstein v. Galuska*, 362 Ill. App. 3d 36, 39 (2005).

¶ 22 Illinois Supreme Court Rule 341(h)(2) (eff. Oct. 1, 2020), states that an appellant's brief shall contain an introduction paragraph stating "(i) the nature of the action and the judgment appealed from and whether the judgment is based upon the verdict of a jury, and (ii) whether any question is raised on the pleadings and, if so, the nature of the question." While plaintiffs have a "Nature of the Action" section, there is no mention of the judgment appealed from. Instead, it states that this "appeal raises a question of great importance do [sic] to covid 19." It then states that two attorneys had to leave their case, and that the trial court should have given them an extension of time to find new counsel. Additionally, there is an "introduction" section later in the brief that appears to be an excerpt of an article that has been copied and pasted verbatim into the brief. The excerpt analyzes section 5/32-13 of the Criminal Code of 2012, which is not a statute that was raised by any party in the underlying action. 720 ILCS 5/32-13 (West 2020). That section of the Criminal Code is entitled "Unlawful clouding of title." It is unclear why the article discussing this statute appears in the introduction section of plaintiffs' brief, unaccompanied by any reference as to where the excerpt came from, and without discussion of any facts of this case or citations to the record.

¶ 23 There are documents throughout plaintiffs' brief, interspersed within the sections of the brief, with no explanation of relevancy, and no indication as to whether the documents are included in the record on appeal. We note that it is improper for a party to include in its brief documents that are not included in the record on appeal. *Pine Top Receivables of Illinois, LLC v. Transfercom, Ltd.*, 2017 IL App (1st) 161781, ¶ 2. Matters not before the trial court will not be considered on appeal. *Garvy v. Seyfarth Shaw LLP*, 2012 IL App (1st) 110115, ¶ 26.

Consequently, any arguments in an appellate brief which rely on documents that are not properly part of the record will be disregarded by the reviewing court. *Id.* Accordingly, we disregard the portions of plaintiffs' brief that rely upon documents not included in the record on appeal.

¶ 24 Rule 341(h)(4)(ii) states that an appellant's brief shall have a jurisdictional statement that states the basis for the appeal, including the supreme court rule that confers jurisdiction upon the reviewing court, as well as "the facts of the case which bring it within this rule or other law," the date that the order being appealed was entered, and "any other facts which are necessary to demonstrate that the appeal is timely." In the case at bar, plaintiffs' jurisdictional statement states, "This Court has jurisdiction under Illinois Supreme Court Rule 301. See Ill. Sup. Ct. R. 301." There are no facts whatsoever explaining which order is being appealed from, or why jurisdiction is conferred under Rule 301.

¶ 25 Rule 341(h)(6) governs the "Statement of Facts," which "shall contain the facts necessary to an understanding of the case." This section requires appellants to state the facts "accurately and fairly, without argument or comment." *Id.* It also requires appellants to include "appropriate reference to the pages of the record on appeal ***." *Id.* In the case at bar, the fact statement reads in full:

"(9) 'Current beneficiary' means a beneficiary that on the date the beneficiary's qualification is determined is a distribute or permissible distribute of trust income or principal. The term 'current beneficiary' includes the holder of a presently exercisable general power of appointment but does not include a person who is a beneficiary only because the person holds any other power of appointment.

Appellant/Plaintiff Balitha S. Greenfield was the current beneficiary at the judgment given on June 2009 by [the trial judge], for this error has caused the

Greenfield Estate Title cloud. The Law clearly shows in favor of Appellant/Plaintiff's [sic]."

¶ 26 This paragraph does not present any facts necessary to an understanding of the case. It is almost entirely argumentative and fails to cite to any pages of the record on appeal.

¶ 27 Rule 341(h)(7) requires that plaintiffs' argument section "contain the contentions of the appellants and the reasons therefor, with citation of the authorities and the pages of the record relied on." Points not argued are forfeited. Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020). Here, plaintiffs' argument section contains no citations to the record, and no citations to any legal authority. There is no argument concerning the trial court's grant of Munoz's motion to dismiss, which is the order that plaintiffs appealed from. Rather, plaintiffs argue that they filed a motion "14 days before this hearing to explain that a 21 day extension was needed, to allow new counsel to review and file an appearance." Plaintiffs state, "[f]or this unfair ruling this case should be returned back to the lower courts for trial or move forward to eviction court id [sic] Defendant's refuse to pay past lot fee until present and so on as the courts see fit."

¶ 28 As discussed above, plaintiffs' second attorney never filed a response to Munoz's motion to dismiss despite receiving two extensions of time in which to file it. Plaintiffs have not pointed to any part of the record, and we cannot find any, that indicates they asked for additional time to file a response after the March 2020 deadline. The next time the court heard from plaintiffs was at the hearing on Munoz's motion to dismiss on August 12, 2020. It is unclear what plaintiffs are asking this court to do on appeal. The appellate court "is not merely a repository into which an appellant may dump the burden of argument and research, nor is it the obligation of this court to act as an advocate or seek error in the record." (Internal quotation marks omitted.) *U.S. Bank v. Lindsay*, 397 Ill. App. 3d 437, 459 (2009). The vagueness of plaintiffs' argument precludes us

from conducting any meaningful review of its challenge to the trial court's grant of Munoz's motion to dismiss Balitha's amended complaint.

¶ 29 Finally, Illinois Supreme Court Rule 341(h)(9) requires an appellant's brief to include an appendix as described in Illinois Supreme Court Rule 342. Rule 342 states that the appellants' brief shall include, as an appendix, a table of contents to the appendix, the judgment appealed from, any opinion, memorandum, or findings of fact filed or entered by the trial judge, any pleadings or other materials from the record that are the basis of the appeal or pertinent to it, the notice of appeal, and a complete table of contents, with page references, of the record on appeal. Ill. S. Ct. R. 342 (eff. Oct. 1, 2019). The table shall state the nature of each document, order, or exhibit, the date of filing or entry of the pleadings, motions, notices of appeal, orders, and judgments, and the names of all witnesses and the pages on which their direct examination, cross examination, and redirect examination begin. Plaintiffs' brief fails to include an appendix with any of the above information. No reply brief was filed.

¶ 30 We recognize that striking an appellate brief, in whole or in part, is a harsh sanction and is appropriate only when the violations of procedural rules hinder our review. *In re Detention of Powell*, 217 Ill. 2d 123, 132 (2005). Here, where there are no relevant facts listed in the statement of facts, no citations to the record or relevant authority in the brief, and no coherent argument as to why the trial court should not have granted Munoz's motion to dismiss Balitha's amended complaint, we have no choice but to strike the brief and dismiss the appeal. *Hall v. Naper Gold Hospitality LLC*, 2012 IL App (2d) 111151, ¶ 17. Plaintiffs' brief violates Illinois Supreme Court Rules 341(h)(2), 341(h)(4)(ii), 341(h)(6), 341(h)(7), 341(h)(9), and 342. As we have said before, “[r]eviewing courts will not search the record for purposes of finding error ***