Chi. Title Land Tr. Co. v. Watkin

Supreme Court of Illinois

September 24, 2026, Opinion Filed

Docket No. 132383

Reporter

2026 IL 132383 *; 2026 Ill. LEXIS 565 **; 2026 LX 544520

CHICAGO TITLE LAND TRUST COMPANY, Appellant, v. SARA WATKIN, Appellee.

Disposition: Judgments affirmed.

Judges: **[**1]** JUSTICE TAILOR delivered the judgment of the court, with opinion. Chief Justice Neville and Justices Overstreet, Holder White, Cunningham, Rochford, and O'Brien concurred in the judgment and opinion.

Opinion by: TAILOR

Opinion

[*P1] The question in this case is whether a property owner may bring a quiet title action to remove a mortgage lien once the statutory 10-year limitations period on a mortgage foreclosure action has lapsed. *735 ILCS 5/13-115* (West 2022). We hold that a property owner cannot succeed based merely on the lapse of the statute of limitations. Even though the lapse of the limitations period would serve as an affirmative defense to a mortgage lienholder's claim to foreclose the mortgage, the mortgage lien itself survives at least 20 years from the date the last payment is due under section 13-116 of the Code of Civil Procedure (Code) (*735 ILCS 5/13-116* (West 2022)). Accordingly, as the appellate court determined, the property owner cannot prevail in a quiet title action in this instance. *2025 IL App (1st) 241354, ¶ 36*.

[*P2] BACKGROUND

[*P3] Marline and Melvin Stein were the beneficial owners of a property in Wilmette, Illinois (Wilmette property). The Wilmette property was held in trust, with Chicago Title Land Trust Company (Chicago Title) serving as trustee.

[*P4] On June 24, 2011, the Steins executed a note in favor of **[**2]** Sara Ellen Watkin, trustee of the Sara Watkin 2000 Revocable Trust, promising to pay Watkin "up to the sum of $150,000." The interest-bearing note had a one-year term and was secured by a mortgage on the Wilmette property. The Steins never made any payments on the note.

[*P5] On June 23, 2022, one day before the 10-year limitations periods on both the note and the mortgage were to lapse, Watkin filed a mortgage foreclosure action against the Wilmette property. Chicago Title moved to dismiss, arguing that, because Watkin failed to send an acceleration notice or provide evidence that she had done so, she lacked the right to foreclose and her complaint should be dismissed with prejudice. The circuit court dismissed Watkin's foreclosure claim without prejudice, but Watkin never filed an amended foreclosure claim.

[*P6] On June 26, 2023, approximately 1 year after the 10-year limitations period had lapsed on Watkin's mortgage foreclosure claim, Chicago Title filed a complaint to quiet title. In the second amended complaint, which is at issue here, Chicago Title sought an order declaring that Watkin's mortgage lien "ha[d] no force and effect due to [Watkin's] failure to file an action upon the mortgage **[**3]** within the applicable Statute of Limitations" and "forever enjoin[ing] [Watkin] from asserting any estate, title, or interest in the subject property."

[*P7] In response, Watkin moved for summary judgment. Although she acknowledged that she could not reopen or refile her foreclosure case because the statutory limitations periods on the note and mortgage had lapsed, she argued that "[n]one of that affects the validity of her mortgage lien." She asserted that "the expiration of the statute of limitations period does not extinguish the underlying debt" under Illinois law and therefore she "retain[ed] the right to appeal to the debtor to honor the debt out of a sense of moral obligation even if the legal obligation c[ould] no longer be enforced in court." She argued that Chicago Title's claim to unencumbered title was not superior to her mortgage lien. The Cook County circuit court agreed and granted Watkin's motion for summary judgment.

[*P8] The appellate court affirmed. *Id. ¶ 38*. The court held that the lapse of a limitations period "bars the right to sue for recovery [but] does not extinguish the underlying obligation" (*id.* ¶ 23) and reasoned that Chicago Title improperly "conflate[d] the ability to ***[**4]*** *enforce* the mortgage or note with the very existence of the underlying obligation" (emphasis in original) (*id.* ¶ 35). The court found that section 13-116 of the Code strengthened its conclusion because it establishes the expiration date for mortgage liens (*id.* ¶ 25), whereas section 13-115 does not (*id.* ¶ 31). Because the lien remained a valid encumbrance on the title to the Wilmette property, the court concluded that the circuit court properly granted summary judgment to Watkin. *Id.* ¶ 36.

[*P9] This court allowed Chicago Title's petition for leave to appeal. Ill. S. Ct. R. 315(a) (eff. Dec. 7, 2023).

[*P10] ANALYSIS

[*P11] The issue of whether a quiet title action may be brought to extinguish a mortgage lien once a mortgage foreclosure action becomes time-barred requires us to construe provisions of the Code relating to mortgage foreclosure actions and mortgage liens. The parties agree that, due to the lapse of the 10-year limitations periods in sections 13-206 and 13-115 for notes and mortgages, respectively, Watkin may no longer bring an action to enforce her promissory note or foreclose on her mortgage lien on the Wilmette property. Their disagreement concerns the continuing existence of the mortgage lien itself. Chicago Title contends that a mortgage lien is extinguished **[**5]** when the underlying debt becomes legally unenforceable so Watkin's mortgage lien should be removed as a cloud on title to the Wilmette property now that her note and mortgage foreclosure claims are time-barred. Watkin counters that her inability to legally enforce the mortgage lien has no effect on the existence of the lien itself, which, according to the plain language of section 13-116, survives at least 20 years from the time the last payment on the mortgage became due. See 735 ILCS 5/13-116 (West 2022).

[*P12] To determine whether the life of a mortgage lien extends beyond the expiration of the limitations period in section 13-115, we look to the language of the applicable statutes. *McHenry Township v. County of McHenry, 2022 IL 127258, ¶ 55*. Issues of statutory interpretation are subject to *de novo* review. *Id.*

[*P13] When interpreting the language of a statute, our primary goal is to ascertain the legislature's intent. *Tillman v. Pritzker, 2021 IL 126387, ¶ 17*. "The best indicator of legislative intent is the language of the statute, given its plain, ordinary meaning." *Id.* When the language of the statute is clear and unambiguous, we give effect to the language as written and need not resort to other aids of statutory interpretation. *Id.*

[*P14] Section 13-206 states that an action on a promissory note must be commenced within 10 years after the cause of **[**6]** action accrues. *735 ILCS 5/13-206* (West 2022). Section 13-115 states that "[n]o person shall commence an action or make a sale to foreclose any mortgage or deed of trust in the nature of a mortgage, unless within 10 years after the right of action or right to make such sale accrues." *Id.* § 13-115. Under the plain language of these statutes, any mortgage foreclosure action by Watkin is now time-barred. However, the statutes say nothing about the extinguishment or continuing existence of the mortgage lien.

[*P15] Section 13-116, by contrast, titled "Lien of mortgage, trust or vendor's lien," expressly provides for the termination of mortgage liens, stating that "[t]he lien of every mortgage ***, the due date of which is stated upon the face, or ascertainable from the written terms thereof ***, shall cease by limitation after the expiration of 20 years from the time the last payment on such mortgage *** became or becomes due" unless the owner of the mortgage lien files an extension agreement showing that the time for payment of the indebtedness has been extended. *Id.* § 13-116(a)(1). Read together, the plain language of sections 13-115 and 13-116 indicates that a mortgage lien is not extinguished upon the lapse of the limitations period in section 13-115; rather, under section 13-116, the lien will "cease" **[**7]** 20 years after the last payment on the mortgage became due.

[*P16] Relying on *Emory v. Keighan*, where we stated that "when the debt is paid, discharged, released *or barred by the Statute of Limitations*, or by a judgment of a court, *the mortgage is gone, and has effect no longer*," Chicago Title contends that a mortgage lien extinguishes by operation of law once the mortgage foreclosure action becomes barred by the statute of limitations. (Emphasis added.) *Emory v. Keighan, 88 Ill. 482, 485 (1878)*. However, *Emory*—and other cases cited by Chicago Title with similar language—were decided well before the legislature enacted section 11b of the Limitations Act (Ill. Rev. Stat. 1941, ch. 83, § 11b), which took effect in 1941 and set the life of a mortgage lien. Like its successor, section 13-116 of the Code, section 11b of the Limitations Act extinguished a mortgage lien 20 years after the last payment became due, stating that

> "[t]he lien of every mortgage ***, the due date of which is stated upon the face ***, which has not ceased by limitation before the effective date of this Amendatory Act, shall cease by limitation after the expiration of twenty years from the time the last payment on such mortgage **** became or becomes due upon its face and according to its written terms, unless the owner of such mortgage *** lien ***
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> > *** has filed or caused to be filed for record an extension **[**8]** agreement ***." *Id.* § 11b(a)(1).

[*P17] In *Livingston v. Meyers, 6 Ill. 2d 325, 333 (1955)*, we examined section 11b and found that "[t]he clear language of [section 11b] indicates that it was enacted to terminate the lien of a trust deed and mortgage against real estate titles unless the mortgagee preserved his lien within a specified period of time by affirmative action on his part." We noted that section 11b "limits the length of existence of a property right" (*id. at 334*) and "determines whether a lien does or does not exist" (*id. at 336*).

[*P18] Section 13-116 contains substantively identical language, providing for the termination of a mortgage lien 20 years after the last payment becomes due, barring extensions. This demonstrates the legislature's intent to set the extinguishment of a mortgage lien at 20 years after the last payment becomes due rather than to tie the life of a mortgage lien to the 10-year statute of limitations for mortgage foreclosure actions.

[*P19] Chicago Title argues that the language of section 13-116 does not apply to the facts of this case, as its sole purpose is to clear stale, unreleased mortgages from the public record. It asserts that section 13-116 is not meant to occupy the entire space of mortgage lien extinguishment and, instead, is designed exclusively to protect third-party purchasers and encumbrancers by requiring **[**9]** the parties to the mortgage to record their mortgage lien extension agreements. It argues that original parties to the mortgage may still bring quiet title actions to extinguish mortgage liens following the lapse of the 10-year limitations period in section 13-115. However, section 13-116 states that "[t]he lien of *every* mortgage ***, the due date of which is stated upon the face ***, shall cease by limitation after the expiration of 20 years" from the time the last payment becomes due. (Emphasis added.) *735 ILCS 5/13-116(a)* (West 2022). The language of the statute is without exception or qualification. See *Lakewood Nursing & Rehabilitation Center, LLC v. Department of Public Health, 2019 IL 124019, ¶ 17* ("Each word *** of a statute must be given a reasonable meaning, if possible, and should not be rendered superfluous."). Because section 13-116 indicates that it applies to every mortgage lien, we are unpersuaded by Chicago Title's argument. See *Sigcho-Lopez v. Illinois State Board of Elections, 2022 IL 127253, ¶ 27* ("Where the statutory language is clear and unambiguous, we will enforce it as written and will not read into it exceptions, conditions, or limitations that the legislature did not express."). If our legislature did not intend for section 13-116 to apply to all mortgage liens and, instead, intended for mortgage liens to automatically extinguish following the lapse of the 10-year limitations period in section 13-115 or to permit **[**10]** property owners to bring quiet title actions to extinguish liens before the 20-year life established in section 13-116, we presume it would have expressly said so, just as it has done elsewhere. *Cf*. Pub. Act 104-101, § 5 (eff. Aug. 1, 2025) (adding *765 ILCS 905/17(2)*) ("Payment in full of a debt secured by a mortgage pursuant to a payoff statement *** issued by or on behalf of the holder of the indebtedness extinguishes the lien of the mortgage."). "Where the language of a statute is unambiguous, the only legitimate function of the courts is to enforce the law as enacted by the legislature." *Henrich v. Libertyville High School, 186 Ill. 2d 381, 391 (1998)*. Under the plain language of section 13-116, we hold that Watkin's lien on the Wilmette property, albeit unenforceable now because a foreclosure action is time-barred, will survive for at least 20 years after the last payment became due.

[*P20] We observe that a handful of other states expressly tie the extinguishment of a mortgage lien to the lapse of the limitations period for a mortgage foreclosure action or authorize quiet title actions when foreclosure actions are barred by the statute of limitations. See, *e.g.*, *Okla. Stat. Ann. tit. 42, § 23* (West 2025) ("A lien is extinguished by the mere lapse of the time within which, under the provisions of civil procedure, an action can be brought upon **[**11]** the principal obligation."); *Colo. Rev. Stat. Ann., § 38-39-207* (West 2026) ("The lien created by any instrument shall be extinguished *** at the same time that the right to commence a suit to enforce payment of the indebtedness or performance of the obligation secured by the lien is barred by any statute of limitation of this state."); *Cal. Civ. Code § 2911* (West 2025) ("[a] lien is extinguished by the lapse of time within which *** [a]n action can be brought upon the principal obligation"); *Mont. Code Ann. § 71-3-122* (West 2025) ("A lien is extinguished by the lapse of time within which *** an action can be brought upon the principal obligation."); *Wash. Rev. Code. Ann. § 7.28.300* (West 2026) ("The record owner of real estate may maintain an action to quiet title against the lien of a mortgage or deed of trust on the real estate where an action to foreclose such mortgage or deed of trust would be barred by the statute of limitations, and, upon proof sufficient to satisfy the court, may have judgment quieting title against such a lien."). In the absence of similar statutory language in the Code, we presume that our legislature did not intend such a result.

[*P21] Our conclusion is further supported by the purpose behind a statute of limitations, which aims "to discourage the presentation of stale **[**12]** claims and to encourage diligence in the bringing of actions." *Tom Olesker's Exciting World of Fashion, Inc. v. Dun & Bradstreet, Inc., 61 Ill. 2d 129, 137 (1975)*. It is well settled that a limitations statute affects remedies; it does not extinguish substantive rights. See *Fleming v. Yeazel, 379 Ill. 343, 345 (1942)* (stating that statutes of limitations "bar the right to sue to recover but do not extinguish the debt or the property right"); *Newland v. Marsh, 19 Ill. 376, 384-85 (1857)* (stating that limitation laws "affect the remedy—limiting the period within which rights may be asserted or remedies resorted to—affording a time and opportunity of enforcing rights by legal remedies, and leaving the right untouched, but regulating or limiting the use of the remedy for assertion of the right or recovery of the thing to which it relates"); see also *DeLuna v. Burciaga, 223 Ill. 2d 49, 61 (2006)* ("[A] statute of repose differs from a statute of limitations in that a statute of limitations governs the time within which lawsuits may be commenced after a cause of action has accrued, while a statute of repose extinguishes the action itself after a fixed period of time, regardless of when the action accrued.").

[*P22] Importantly, while the 10-year statute of limitations in section 13-115 bars Watkin from bringing a foreclosure action against the Wilmette property, it does not extinguish the debt Marline owes Watkin or the mortgage lien that **[**13]** secures it. The debt "remains the same as before, excepting that the remedy for enforcement is gone." *Fleming, 379 Ill. at 345*.

[*P23] Finally, the equitable maxim that "he who seeks equity must do equity" informs our conclusion. *DeWalsh v. Braman, 160 Ill. 415, 423 (1896)*. Quiet title actions are equitable proceedings. *Rabus v. Calcari, 16 Ill. 2d 99, 101 (1959)*. "Under the principles and doctrines of equity, *** before the complainant can get from the court the relief asked for by him, he must secure to the defendant that to which he is justly entitled by the principles and doctrines of equity." *DeWalsh, 160 Ill. at 420*. Chicago Title brought a quiet title action in its capacity as trustee, seeking to remove Watkin's mortgage lien from title to the Wilmette property even though the trust beneficiary Marline never paid her debt to Watkin. Equitable principles do not support granting Chicago Title the relief it seeks.

[*P24] We conclude that the lapse of the statute of limitations for the mortgage foreclosure action on the Wilmette property did not extinguish Watkin's mortgage lien. Therefore, the circuit court properly rejected Chicago Title's quiet title action to remove Watkin's mortgage lien from title to the Wilmette property. Chicago Title and Marline, of course, are not without recourse. If Marline wishes to remove Watkin's **[**14]** mortgage lien from the Wilmette property before it becomes extinguished by operation of law under section 13-116, she can secure the lien's release by satisfying her debt to Watkin. See Pub. Act 104-101, § 5 (eff. Aug. 1, 2025) (adding *765 ILCS 905/17(2)*) ("Payment in full of a debt secured by a mortgage pursuant to a payoff statement *** issued by or on behalf of the holder of the indebtedness extinguishes the lien of the mortgage."). Otherwise, she will have to wait.

[*P25] CONCLUSION

[*P26] We affirm the judgment of the appellate court, which affirmed the circuit court's order granting Watkin's motion for summary judgment.

[*P27] Judgments affirmed.

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