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Real Property

The newsletter of the Illinois State Bar Association's Section on Real Estate Law

Legal Ethics: Obligations and Traps for the Transactional Real Estate Lawyer

BY MICHAEL J. ROONEY

I have never known a lawyer who woke up one morning and said, "Today would be the perfect day for me to commit an ethical violation that will put my law license at risk with the Illinois Supreme Court for violating one or more of the Rules of Professional Conduct (RPC)." And yet I am personally acquainted with lawyers who have been disciplined for such violations.[1] Why do we think those lawyers did not comply with the RPC? I suppose

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Choose Your Coffin: The Silver Tsunami About to Hit Law

BY DONALD HYUN KIOLBASSA & EMILY HOLMES

We have all heard jokes about too many lawyers. Ladies and gentlemen of the jury, I submit to you that this joke is severely misleading.

The world is about to face a demographic problem of biblical proportions. The Baby Boomers are retiring at a neck-breaking speed, which is going to leave a huge hole in the skilled workforce. Law is no exception.

Before we get into this, let us have a side bar on my spin of a famous Buddhist story, author unknown.

There was an old farmer, whose son learned new farming techniques. The old farmer decided that he was too old to change.

The son said, "Father there are new better ways to do your job."

The old farmer acknowledged his son and said, "Yes, but I like my way."

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Legal Ethics: Obligations and Traps for the Transactional Real Estate Lawyer

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the reasons are as many and as varied as the lawyers, clients, and fact patterns themselves. The purpose of this article is to use some cases to highlight potential risks that can be dangerously easy to ignore in the hope that readers will recognize these categories of risks when they arise while representing clients in real estate transactions or representing parties in real estate litigation. And, remember, the devil is always in the details and "the details" include how the lawyer communicates with the client.

But, first things first. How does the lawyer know there is a client? The best practice, of course, is to have an engagement letter for each and every client. In the absence of an engagement letter, how would you know what you are supposed to be doing, and for whom? And, what do the RPC have to say about engagement letters?[2] Nothing. Nothing at all. The RPC do define the terms "writing" and "written."[3] And, another Rule[4] provides: "The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible **shall be** communicated to the client, **preferably in writing**, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any change in the basis or rate of the fee or expenses **shall** also be communicated to the client." (emphasis added)

There is no absolute requirement in the RPC that an engagement letter, much less a written one, be used by the lawyer. Without one, though, the lawyer may well be hard-pressed to document all that has been communicated to the client. We all know about "defensive driving" and recognize that the term includes protecting both the driver and others using the public right of way. "Defensive lawyering" also means using best practices that protect both the lawyer and the client by ensuring a common understanding between them of the scope and purposes of the representation and the financial obligations the client has assumed. The written engagement letter for each client is the best way to protect both the lawyer and the client.[5]

What is the lawyer's duty to the client? The RPC set forth numerous duties, the foundational duty being to represent the client competently.[6] It is a simple rule, but read it and the related comments thoroughly, because the comments cover four separate areas: legal knowledge and skill, thoroughness and preparation, retaining or contracting with other lawyers, and maintaining competence.

Once the lawyer has a client with a written engagement letter, most lawyers immediately think about conflicts of interest. Transactional real estate lawyers all know they cannot represent both the buyer and the seller in the same transaction.[7] Lawyers have been disbarred for doing so. Do not do it. The rule clearly makes sense in terms of the typical arms-length sales transaction between strangers. But, what about the problematic "family" real estate transaction? One day, your father's brother (your uncle) calls you to say he wants to sell a property to his daughter (your cousin), and they have already worked out most of the terms and could you "just take care of the paperwork" for them? Well, that is a no-no and strictly prohibited, right? Well, maybe.

The concept of "defensive lawyering" tells you not to do it. But, the notion of assisting loved ones provides a strong incentive to try to figure out how to help. Of course, the safest course of action is to agree to represent only one of them, explain the rationale for the rule, and to convince one of them to retain their own lawyer. Recognize, though, that if you agree to represent the uncle, for example, you cannot force the cousin to retain separate counsel. If she tells you to represent the uncle and she will forego counsel, proceed in accordance with the RPC governing declining representation[8] and communicating with unrepresented persons.[9] Be certain that your communications with the cousin are in writing and clearly state you do not represent her and you strongly advise her to retain her own lawyer.

And if you proceed while only representing the uncle, be sure to document a communication to him advising him not

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to attempt to explain to the cousin anything you have explained to the uncle. Rule 4.3 includes Comment [2], which concludes with the following: "This Rule does not prohibit a lawyer from negotiating the terms of a transaction or settling a dispute with an unrepresented person. So long as the lawyer has explained that the lawyer represents an adverse party and is not representing the person, the lawyer may inform the person of the terms on which the lawyer's client will enter into an agreement or settle a matter, prepare documents that require the person's signature and explain the lawyer's own view of the meaning of the document or the lawyer's view of the underlying legal obligations." If there is any explaining to the cousin, it should come from you under those provisions, rather than from the uncle.

An alternative has also been suggested to me by an experienced practitioner who has handled a similar situation in a different fashion. That lawyer prepared an engagement letter making both parties clients of the lawyer and specifying that they had previously negotiated between themselves the financial terms of the sale and other details, that they together were retaining the lawyer simply to prepare the appropriate documents to complete the transaction to which they had both already agreed. I suggest also that the engagement letter further specifically recite that the two clients can ask the lawyer to explain (to both of them together) options and choices (in line with Rule 4.3 as noted in the previous paragraph), but that the lawyer will not advise either one of them individually with respect to those choices. It also makes sense to add a provision to the engagement letter that provides the lawyer has explained the conflict of interest rules to them and that they agree to waive all conflicts, if any, between them and that they hold the lawyer harmless from proceeding as they have requested. If you do that, have you not complied with the RPC?

In theory, yes, you have complied. The question for the lawyer is whether the lawyer trusts the family members to honor the terms of the engagement letter and their conflicts waiver. Personally, there are some members of my extended family I would trust in that situation and there are those who, let us just say, have not earned that degree of trust from me. Think carefully about proceeding but recognize that there are alternate methods for handling the problem that may be appropriate for your situation.

Another knotty fact pattern that arises with some frequency is a legal matter between owners of immediately adjacent real estate. The issue may be an encroachment of property improvements, the need for an access easement, shared driveway, or other matters. For the lawyer, the safest way to proceed is to agree to represent only one of the owners. Period. The other owner should be advised to retain independent counsel.[10] Recognize, however, that while you cannot force the other party to retain counsel, the other party is free to move forward without counsel. It may be, though, that you know a lawyer you can recommend to the unrepresented party.[11] As in the family example, when both neighbors have already agreed as to a solution, it may be possible for you to represent both parties in preparing the legal documentation for a solution to which they have both already agreed. Again, I highly recommend you proceed with care if you decide to represent both parties, recognizing the potential for either one to wake up one morning dissatisfied with that to which they previously told you they agreed![12]

And, we must remember that before drafting any engagement letter the lawyer should be confident the lawyer is competent to handle the matter.[13] Several options are available to neighbors dealing with an encroachment, shared driveway, easement, or boundary line dispute. Equitable remedies include asking for relocation of the offending improvement or damages. And, the measure of damages or the availability of forced removal may depend upon whether the alleged problem was permissive or hostile in its inception. Further, if the problem had been addressed in the past and resolved between the parties, was the resolution an easement or a mere license? These issues, among others, are addressed in an interesting case involving a party wall and a second-story addition with a gabled roof that encroached on the neighboring property.[14]

The appellate court opinion discusses the differences between solving such problems with an easement (permanently, an interest in real property) or a license (temporarily, a personal property interest that expires when **either** the licensor or the licensee conveys their interest away or dies)! Another case involving as easement that allegedly encroached upon a neighboring owner was decided by giving the alleged easement holder the right to continue to use the alleged easement because it was a necessity and the prior use of it for a period beyond the statute of limitations gave the easement holder prescriptive rights.[15] Transactional real estate practitioners should take care that they review their experience and knowledge in these areas before preparing engagement letters to handle matters that are specialized real property law issues.

The competence required under Rule 1.1 also extends to matters of computer technology. Today, most lawyers no longer conduct title searches of the county records, but lawyers should be familiar with the process to advise their clients on whether a particular computerized methodology of searching the records is properly designed to reveal all relevant documents.[16] The case is interesting because Chicago Title Land Trust Company (CTLTC) missed an IRS lien in its search, but Chicago Title Insurance Company found that lien in its search. The appellate court opinion found that the CTLTC search was not properly structured so as to reasonably be able to find the lien filed against "Carroll V. Raines" but incorrectly recorded against "Carrol V. Raines" by the local recorder's office. If your client was damaged by this mistake, could you properly advise the client whether the lien was valid or not?[17]

Technological disconnects can prevent lawyers from even seeing documentation they need to examine in real estate transactions. Especially in metropolitan areas, subdivision plats may have been recorded early in the twentieth century and are now over a hundred years old. "Everyone knows" that land conveyed by a platted subdivision legal description is subject to all covenants, restrictions, and other matters shown on the recorded subdivision plat. But, many of those plats were quite large and they are impossible to produce at their original size, impossible to read if they are

reduced to what we consider a reasonable size today, and impossible to scan for electronic transmission. When was the last time you personally reviewed an old original plat of subdivision? Generally, title insurance companies will not provide copies because of these challenges.

Yet, if you represent the buyer, your client takes title subject to matters which you have no means to discover. Do you let the client purchase anyway, subject to a Schedule B title insurance commitment exception for something as vague as, "Subject to all covenants, restrictions, easements and other matters shown on the plat of subdivision" that you have not seen? Sorry, not me![18] Ask the title insurance company what the cost is for providing you a complete copy of the original plat, tell your client what that cost is, advise the client of the risks if the client does not want to bear the expense, and then advise the client you are not liable for any loss the client suffers by not having you examine the original plat.

Trick question: can a grantor ever convey a greater estate than the grantor currently owns? Correct answer: yes! Recall that quit-claim deeds convey only whatever title the grantor then owns. But warranty deeds also convey after-acquired title due to the operation of the words of warranty. If the grantor executes and delivers a warranty deed at a time when the grantor is not the legal owner of any interest (or only a partial interest) in the land and thereafter acquires title to the land, the earlier warranty deed conveys whatever interest the grantor acquired after the warranty deed was effective. Remember, too, that a client may contract to sell land the client does not yet own because it is only required that the client have title and be able to convey it when the closing date arrives.[19] Be careful before advising a client to sue someone who contracted with your client to sell property the seller did not own at the date of the contract!

Litigation in general is an area that is fraught with potential traps for the real estate practitioner. The rules regarding service of process are different in Cook County as compared to the rest of the state.[20] When service by publication is required, be sure to double-check the most current version of the statute[21] because there are different provisions enacted in different years with different effective dates! If you represent a party and receive a judgment against the opposing party, be sure to record either the judgment or a memorandum of it in any county where the judgment debtor may own property. If you use a memorandum of judgment rather than the complete judgment itself, be sure to set forth the required information accurately, as it has been held that a failure of the memorandum of judgment to comply strictly with the statute (735 ILCS 5/12-101) results in no lien against the real estate.[22]

While we are on the subject of judgment liens, please recall that a judgment is a lien against all real property of the judgment debtor located within a county where the judgment or a memorandum thereof is recorded.[23] It makes no sense to include a legal description in the memorandum unless the judgment itself relates only to a particular parcel of real estate, as in the instance where an action for specific performance of a contract for the sale and purchase of land has been granted. Inserting a legal description in a general money judgment may permit the judgment debtor to claim the judgment holder waived any right to enforce that judgment against property not described in the memorandum of judgment.

The Uniform Partition of Heirs Property Act[24] is a particularly dangerous trap for the unwary real estate practitioner who may not be an experienced litigator. The act actually covers all partition actions, even those not involving heirs' property and requires the court to make a finding with respect to whether the real estate is heirs' property. If that mandate is not followed, does your client end up with an unenforceable judgment? I doubt that was the intent of the legislature, but it is a realistic risk that you cannot afford to allow your client to accept. The risk to your client of not having the court make such a finding is actually, in my view, greater than the risk that the court errs in making such a finding, strange as that may seem. If the court errs, but your client does not suffer any loss and no parties appeal, the finding is the law of the case. If no finding is made, the judgment may be subject to later collateral attack.

Lawyers litigating real estate issues where it is important to put third party purchasers or encumbrancers on notice will want to record a *lis pendens* notice in the county where the real property is located. Please note carefully that there are two different *lis pendens* statutes.[25] The two statutes are **not** mirror images of one another and the differences can be important to the litigants and their counsel.[26]

It sometimes happens that a forged release of mortgage is recorded or a release that is properly executed and seems valid on its face is recorded but the release was prepared and recorded in error. In those instances, the lender may prepare and record a certificate of error. Although the erroneous release may not be valid between the borrower and the lender, recognize that subsequent *bona fide* third party purchasers or encumbrancers without notice may have acquired rights to the property in reliance on the public record.[27] When it comes to real property, the issue between, for example, a lender and a borrower, may have one result and that same issue between either the lender or the borrower and a subsequent *bona fide* purchaser or encumbrancer without notice may have a completely contrary result. Always consider whether the Recording Act[28] impacts your legal conclusion.

The transactional real estate lawyer should follow threads on the ISBA Real Estate Community as there are many postings regarding important issues that appear daily. Be careful, though, as not all postings appearing there are accurate and some of them ignore important nuances that may affect your client. If it affects your client, it affects your practice – and, perhaps, your professional liability. We are not afraid to say we practice defensive driving, so do not hesitate to say you practice defensive lawyering for the protection of both you and your clients. Defensive lawyering simply requires thinking about possible alternative scenarios to your initial conclusions.■

1. No, you will not see the names of those lawyers in this article. As I always preface my continuing legal education presentations involving ethics, this is a "safe place" and all references to lawyers and fact patterns are purely hypothetical.

2. Whether for better or worse, keeping up with new RPC (and amendments) can be difficult if one is using a paper version and so I personally tend to consult the electronic version to make sure I am reading the most current RPC then in effect. The ARDC website (iardc.org) landing page includes a section labeled "Rules" and clicking on it takes one to the Illinois Supreme Court online rules (illinoiscourts.gov/rules/supreme-court-rules?a=viii). This article uses that version of the current Rules of Professional Conduct (hereinafter RPC).
3. RPC, Rule 1.0(n).
4. RPC, Rule 1.5(b).
5. This is especially true when a non-client asks the lawyer a legal question in a social setting. Do not answer the question. Tell the questioner you regularly prepare a written engagement letter for each client (if that's true). Then ask the questioner to come in for an appointment to discuss the facts before establishing a lawyer-client relationship based on a written engagement letter so the lawyer can answer the question.
6. RPC, Rule 1.1.
7. RPC, Rule 1.7(a)(1).
8. RPC, Rule 1.16.
9. RPC, Rule 4.3.
10. *Id*.
11. I would suggest recommending a lawyer with whom you have previously worked as opposing counsel who you believe will do a good job for the client at a reasonable fee.
12. In that event, the engagement letter you prepared and had each client sign may be dispositive of any claim you violated one or more provisions of the RPC. Draft the engagement letter very carefully!
13. RPC, Rule 1.1.
14. *JCRE Holdings v. GLK Land Tr.,* 2019 IL App (3d) 180677, 136 N.E.3d 202 434 Ill. Dec. 454.
15. *Rainbow Council Boy Scouts of Am. v. Holm,* 2018 IL App (3d) 160715, 94 N.E.3d 232, 419 Ill. Dec. 694.
16. *U.S. v. Z Inv. Properties, LLC,* 921 F.3d 696 (7th Cir. 2019).
17. The opinion and relevant practices are discussed in Ward on Title Examinations: A Companion Volume (IICLE, 2022) in Section 4.2 of the book. Now that so many record searches are computerized, lawyers must be aware of how those databases function so the lawyer can advise the client properly. If there is a mistake and the client suffers damage, the lawyer must decide who to sue because suing "everyone" is not always the correct response.
18. See, *Mazal v. Arias,* 2019 IL App (1st) 190660, 143 N.E.3d 1226, 437 Ill. Dec.134. The case is discussed in some detail in IICLE's Ward on Title Examinations: A Companion Volume (IICLE, 2022) in Section 3.1, including how an examination of the original plat of subdivision could have avoided the problems leading to the litigation.
19. *Smart Oil Co. v. DW Mazal, 970 F.3d 856 (7th Cir. 2020).*
20. Compare the two Illinois Supreme Court opinions in *Municipal Tr. & Sav. Bank v. Moriarty,* 2021 IL 126290 and *PNC Bank, N.A. v. Kusmierz,* 2022 IL 126606.
21. 735 ILCS 5/2-206.
22. *Blewitt v. Urban,* 2020 IL App(3d) 180722, 146 N.E.3d 848, 438 Ill. Dec. 779.
23. *Id*.
24. 755 ILCS 75/1.
25. 735 ILCS 5/2-1901 and 735 ILCS 5/15-1503.
26. *LLC 1 05333303020 v. Gil,* 2020 IL App (1st) 191225, 186 N.E.3d 904.
27. *Trinity 83 Dev., LLC v. ColFin Midwest Funding, LLC,* 917 F.3d 599 (7th Cir. 2019); *JP Morgan Acquisition Corp. v. Bell,* 2020 IL App (3d) 190128, 162 N.E.3d 334, 443 Ill. Dec. 700.
28. 765 ILCS 5/30.

Choose Your Coffin: The Silver Tsunami About to Hit Law

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The son frustrated by his father's passive aggressive response. The son decided to make a spectacle to get his father's attention.

The son dragged a coffin over and said, "Father your techniques are so old they are dead. If you do not do things in a modern technological way then get in this coffin and I will throw you over the cliff."

The father shrugged his shoulders and got in the coffin.

This engaged the son who dragged the coffin to the edge of a cliff and said, "Father enough, either you change and do things the new way or I will throw you and this coffin over the cliff!"

The father said, "My son. Throw me over the cliff but keep the coffin so your son may use it on you."

This story illustrates to us the importance of appreciating the modern, while respecting the traditional that got us here.

We will need both the modern and traditional to surgically approach this problem we face.

There are two upcoming tsunamis that will hit in rapid sequence and will present an existential crisis to lawyers.

First, there is the silver tsunami. Baby Boomers are retiring at a rapid pace.

Relatively speaking, the Baby Boomer generation is the largest and wealthiest generation in the history of this country. Although we acknowledge that the Baby Boomers will initiate the largest generational wealth transfer in history, that is outside of the scope of this article.

In this article we are just talking about the hole the Baby Boomers are about to leave in the workforce. The Baby Boomers made up a huge percentage of the workforce.

Over the past several years, the stock market and housing prices grew at an incredible pace, which set many Baby Boomers up to ride off into the sunset for retirement. In addition, Father Time is ushering the Baby Boomers into retirement.

With such a huge hole in the labor market, the next generation of lawyers is set for succession, right? Well, maybe…

Second, there is a skill tsunami. Where the subsequent generations do not have the population or the skills to replace what is being lost.

The subsequent generations of Generation X, Millennials, and Generation Z are expected to fill the shoes of the Baby Boomers. Let's discuss if that is possible.

Generation X has the smallest population out of all the generations. They did inherit the brain trust of the Baby Boomers more than anyone else, but there are not enough of them to fill the void. Generation X is one of the smallest generations out of all the groups.

Millennials (our greatest hope) are the children of the Baby Boomers. They have the population numbers, but do they have the skills to replace the Baby Boomers? Millennials graduated from law school during the worst time.

After fighting their way through law school, they were greeted at graduation with the 2008 Great Recession caused by the global financial meltdown. Outside of bankruptcy, most firms were not hiring when these students entered the labor market. This delayed the development of the Millennials by two to five years, which was crippling, especially when coupled with the debt.

That leaves Generation Z. This generation is substantively brilliant, but they were developed behind phone screens. Will they be able to connect and service the legal needs of clients? The jury is still out. It is too early to tell.

The problem is whether we have sufficient resources to fill the hole of the loss of the Baby Boomers in the labor market.

Technology alone will not save us. While I appreciate some of the recent achievements in AI, I do not believe AI will work in the case of replacing lawyers. Law has always been a high contact sport. Success in law is measured by customer satisfaction. Each customer has a different subjective interpretation of success. Therefore, there are too many outcomes.

Lawyers need to be hands on. I always felt that law firms need to have flat organization charts (i.e. customers should be one phone call away from the partner in charge). In addition, AI cannot keep up with the ever-changing law and nuances of the law. We've

all heard about the lawyers who've tried to submit briefs in court and AI pulled "fake cases!"

AI should allegedly make the different levels of the organization chart operate more efficiently. However, AI should not replace any of the levels of the organization chart.

The real solution?

Like the Buddhist story which opens this article, we need a collaborative blend of traditional and modern.

The Baby Boomers and younger generations must aggressively begin a community founded on mentoring and succession planning.

The Baby Boomer attorneys must connect with younger attorneys and personally see to their growth. If the Baby Boomers fail on succession planning their skills, their practice will fade into nothing.

The younger generation must exercise humility and learn as much as possible from the Baby Boomers, and then apply a modern spin with technology.

We must have a sense of urgency on this. If we do not face this crisis together as an industry, we might all be picking out each other's coffins… ■

Bookman Old Style Is Acceptable to the Seventh Circuit

BY MICHAEL J. ROONEY

You might wonder why a pedestrian case involving a commercial property lease and litigation surrounding it resulted in the federal appellate bench weighing in on a topic such as typeface fonts.[1] But wait, there is much more to this case, including the question of whether a nonlawyer is permitted to represent a dissolved LLC in litigation.[2]

Defendant leased space in a shopping mall to plaintiff, an LLC, to operate a virtual-reality ride. After noise complaints, defendant moved plaintiff's ride to different space in the mall, though the ride was not as profitable in the new space and the plaintiff stopped paying rent. Plaintiff was evicted and later the LLC was dissolved. Nearly four years later, the individual who formerly owned the former LLC filed suit alleging racial discrimination by plaintiff for not allowing the defendant additional time to pay its rent.

The suit was dismissed because the LLC held the lease, not George Asimah, the individual who owned the LLC. The LLC appealed as the only named appellant. The notice of appeal was signed only by George Asimah who was not a lawyer and who, therefore, could not represent the dissolved LLC. Further, the federal rules require that a member of the bar must represent entities or other individuals in court. The opinion is a good refresher for these fundamental principles.[3]

The opinion then goes on for an additional two pages that delve into the nuances of fonts and typefaces. Of particular interest to litigators is the court's reference to a handbook for appeals, available online.[4] Some of the appellant's brief typeface is used in this section of the opinion, and I must admit the court has a valid complaint! The court even offers another resource if the reader is inclined not to follow the cited handbook.[5]

As a self-described none-too-bright physical education major with a degree from Illinois State University, it never dawned on me that 50 years later I would read an opinion of the seventh circuit complaining about type fonts. Do yourself a favor, though, and read the opinion very carefully. You will instantly understand the court's complaint. And, you will learn the name of the offending lawyer, though I have astutely refrained from including that name in this brief article as this is a safe place for practitioners.■

1. The opinion also specifically finds that the Century family of typeface fonts is acceptable. This article was originally produced in Bookman Old Style, but the author cannot guarantee whether that font will be used in the ISBA RELSC Newsletter or in any electronic reproduction of it.
2. *AsymaDesign, LLC v. CBL Assoc. Mgmt., Inc.*, No. 23-2495, 7th Circuit, decided June 3, 2024.
3. Of particular interest to real estate practitioners, perhaps, is the court pointing out that different rules govern the question of representation of corporations and LLC's.
4. *Practitioner's Handbook for Appeals* (2020 ed.), also available on the court's website at https://www.ca7.uscourts.gov/rules/proceduresHandbook.pdf.
5. Matthew Butterick, *Typography for Lawyers* (2d ed. 2018) or his website of the same name.

Articles Needed

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The 2,500+ section members want to hear from you!■