

# UNOFFICIAL COPY



Doc#: 0435532014  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 12/20/2004 10:22 AM Pg: 1 of 5

## CLAIM FOR LIEN

Recorder's Stamp

P.I.N. 28-31-401-076-1029

### OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS

BOARD OF MANAGERS OF	)	
HAMILTON HILLS	)	
CONDOMINIUM ASSOCIATION,	)	Notice of
	)	Claim for Lien
Claimant,	)	in the amount of
vs	)	\$739.42 plus costs and
	)	attorneys' fees
LU ANN M. BRUCATO	)	
	)	
Respondent.	)	

### NOTICE OF CLAIM FOR LIEN

THE CLAIMANT, the BOARD OF MANAGERS OF HAMILTON HILLS CONDOMINIUM ASSOCIATION, a unit owners' association organized pursuant to the Condominium Property Act, 765 ILCS 605/et seq. (the "Act"), hereby claims a lien against the Respondent, LU ANN M. BRUCATO, and states as follows:

1. That as of the date hereof, the Respondent, LU ANN M. BRUCATO, is the owner of the following described lands in the County of Cook, Village of Tinley Park, State of Illinois, to wit:

SEE ATTACHED

P.I.N. 28-31-401-076-1029

Property commonly known as 6613 Martin France Circle, Unit 2A, Tinley Park, Illinois 60477

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2. That said property is subject to a Declaration of Condominium Ownership And Of Easements, Restrictions, Covenants And By-Laws For Hamilton Hills Condominium Association recorded as Document No. 92356786 in the Office of the Recorder of Deeds of Cook County, Illinois, as amended from time to time, which Declaration submitted the property to the Act (the "Declaration").

3. Article IV, Section 4.07, of said Declaration provides that:

Negligence of Unit Owner. If, due to the willful misconduct or negligent act omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit Owner by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

Article X, Section 10.01, of said Declaration provides in part that:

Violations. Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in Section 10.02 of this Declaration.

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to Sections 4.06, 4.07 and 4.09(b), Article VI, or other provisions of this Declaration, for thirty (30) days after written notice of such non-payment shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure such failure if such Unit Owner has been given three or more notices pursuant to this Section 10.01 (a) during the twelve-month period immediately preceding the first day of such failure.

Article X, Section 10.02, of said Declaration provides in part that:

Remedies. Upon the occurrence of any one or more of the events described in Section 10.01, the Board shall have the following rights and remedies:

(c) Upon the occurrence of one of the events described in Section 10.01(a) hereof, including without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his Unit Ownership in the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided,

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the lien provided for in this Section 10.02(c) shall not be affected by any transfer of title to the Unit ownership. Where title to the Unit ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall to the extent permitted by law, extinguish the lien described in this Section 10.02(c) for any sums which became due prior to to [sic](i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any sums with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 10.02(c).

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(g) All expenses incurred by the Board in connection with any actions, proceedings, or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, reasonable attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen percent (18%) per annum shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property.

4. Section 9 of the Act provides in part:

Unpaid common expenses, the amount of any unpaid fine when due, together with any interest, late charges, reasonable attorneys' fees incurred enforcing the covenants of the condominium instruments, rules and regulations of the Board of Managers, or any applicable statute or ordinance, and costs of collections shall constitute a lien on the interest of the unit owner in the property in favor of the Board of Managers of the Association.

765 ILCS 605/9.

5. That the Board of Managers of the Association has determined that there is a total due, unpaid and owing to the Claimant, after allowing all credits, as of December 6, 2004, in the sum of Seven Hundred Thirty-Nine Dollars and Forty-two Cents (\$739.42) for which, with

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additional interest, costs and reasonable attorneys' fees, plus such common expenses and other charges that may come due thereafter, the Claimant claims a lien on said land and improvements.

Dated: 12/16/04

BOARD OF MANAGERS OF HAMILTON HILLS CONDOMINIUM ASSOCIATION

By: Martavious A. Thomas  
Martavious A. Thomas

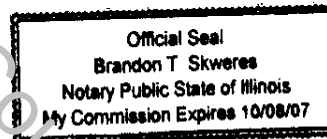
VERIFICATION

The undersigned, being first duly sworn on oath, deposes and states that he is an authorized representative of Board of Managers of Hamilton Hills Condominium Association, that he has read the above and foregoing Notice of Claim for Lien, and that the statements therein are true and correct.

Martavious A. Thomas  
Martavious A. Thomas

SUBSCRIBED and SWORN to before me  
this 16<sup>th</sup> day of December, 2004.

Brandon T. Skweres  
Notary Public

FAIR DEBT NOTICE

Unless you dispute the validity of the debt or any portion of the debt within thirty (30) days after receipt of this notice, I will assume that the debt is valid. If you notify me in writing within the thirty-day period that the debt, or any portion thereof, is disputed, I will obtain and mail to you a copy of a verification of the debt or a copy of a judgment against you. Further, upon your written request within the thirty-day period, I will provide you with the name and address of the original creditor, if different from the current creditor.

PLEASE TAKE NOTICE that the purpose of this communication is to collect a debt. All communications I have with you, and all information you provide to me, will be used for that purpose.

PREPARED BY/MAIL TO:

Martavious A. Thomas  
BARNETT AND GOLDBERG, LTD.  
Attorneys for Claimant  
40 DuPage Court, Suite 306  
Elgin, Illinois 60120  
(847) 931-2436

426-0025

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## LEGAL DESCRIPTION

UNIT C-2A-1 AND UNIT C-2A-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HAMILTON HILLS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 92356786 AS AMENDED FROM TIME TO TIME, IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 28-31-401-076-1029

Which property is commonly known as 6613 Martin France Circle, Unit 2A, Tinley Park, Illinois 60477.

Property of Cook County Clerk's Office

