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Cook County Recorder of Deeds
Date: 03/13/2006 04:14 PM Pg: 1 of 5

Michael C. Kim & Associates
19 S. LaSalle Street
Suite 303
Chicago, Illinois 60603

LIEN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

BOARD OF MANAGERS OF
MALIBU CONDOMINIUM ASSOCIATION,
an Illinois Not-for-Profit Corporation.

Claimant,

v.

BONNIE L. DAUBERT

Defendant,

)
)
)
)
) Claim for the lien in the amount of \$4,346.40
) plus additional unpaid assessments which
) hereafter become due and owing and
) attorneys fees and costs.
)
)
)
)
)

CLAIMANT, BOARD OF MANAGERS OF MALIBU CONDOMINIUM ASSOCIATION ("Association"), an Illinois not-for-profit corporation, hereby files a Claim for Lien against certain property owned by the Defendant, BONNIE L. DAUBERT, of Cook County, Illinois and states as follows:

As of the date hereof, the said Defendant owned or claimed an interest in the following described property located in the Association, to-wit:

See Legal Description & Pin Attached Hereto As Exhibit A.

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The said property is subject to a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants, and By-Laws for the Association recorded as Document No. 20136687 in the Office of the Recorder of Deeds of Cook County, Illinois, on the 15th day of May 1967. Article VI paragraph G of said Declaration and Section 9(g)(1) of the Illinois Condominium Property Act provide for the creation of a lien for the Defendants' unpaid assessments and fines or other lawful charges, together with interest, late charges, reasonable attorney's fees incurred enforcing the covenants of the condominium instruments, rules and regulations of the Board of Directors, or any applicable statute or ordinance, and costs of collection, and other lawful charges.

The balance of the Defendants' unpaid assessments and fines or other lawful charges, together with interest, late charges, reasonable attorney's fees incurred enforcing the covenants of the condominium instruments, rules and regulations of the Board of Directors, or any applicable statute or ordinance, and costs of collection, and other lawful charges, after allowing all credits, for the period of September 1, 2005 through and including February 1, 2006 is in the amount of \$ 4,346.40 for which, the Claimant claims a lien on said property and improvements as of the aforesaid date, plus the amount of any subsequent common expenses, unpaid fines, interest, late charges, reasonable attorney's fees, and costs of collection, and other lawful charges which become due and owing and remain unpaid subsequent to the aforesaid date.

BOARD OF MANAGERS OF MALIBU CONDOMINIUM ASSOCIATION

By: BRIAN J. KELLY
Property Manager

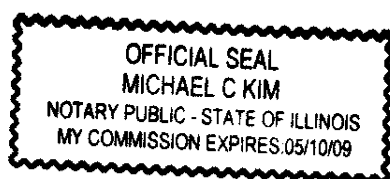
DATE: 3-1-, 2006

Brian Kelly, being first duly sworn, on oath deposes and says, that he is the Property Manager of Malibu Condominium Association, an Illinois not-for-profit Corporation, the above named Claimant, that he has authority to make this affidavit on behalf of said Claimant, that he has read the foregoing Claim for Lien, that he knows the contents thereof, and that all the statements therein contained are true.

Brian J Kelly
Brian Kelly, Property Manager

SUBSCRIBED AND SWORN to
before me this 1st day
of March 2006.

Notary Public



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EXHIBIT A

Permanent Tax Number (P. I. N.): 14-05-215-015-1278

Legal Description:

UNIT NUMBER 32-'B', AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREIN AFTER REFERRED TO AS PARCEL): LOTS 6, 7, 8 AND 9 (EXCEPT THE WEST 14 FEET OF SAID LOTS) IN BLOCK 16; ALSO ALL THAT LAND LYING EAST OF AND ADJOINING SAID LOTS 6 TO 9, BOTH INCLUSIVE, AND LYING WESTERLY OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS SHOWN ON THE PLAT BY THE COMMISSIONERS OF LINCOLN PARK AS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DEEDS OF COOK COUNTY, ILLINOIS, ON JULY 16, 1931 AS DOCUMENT NUMBER 10938695, ALL IN COCHRAN'S 2ND ADDITION TO EDGEWATER, BEING A SUBDIVISION IN THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 34662, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 20686341; TOGETHER WITH AN UNDIVIDED INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "B."

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the

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encumbered Unit ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit ownership, or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit ownership covered by such encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

(h) Amendments to this Article VI shall only be effective upon unanimous written consent of the Owners, and their Mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuser of the Common Elements or abandonment of his Unit.

ARTICLE VII**COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other