

# UNOFFICIAL COPY



Doc#: 0704645000 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/15/2007 09:25 AM Pg: 1 of 3

## *Notice of Lien for Unpaid Unit Assessments*

To: The Recorder of Deeds of Cook County, Illinois  
Carol A. Matusak  
Whom else it may concern.

*Notice is given that the Depot Street Condominium Association, the undersigned lienor, acting through its Board of Managers, has and claims a lien for unpaid common charges pursuant to 765 Illinois Compiled Statutes 605/9 as follows:*

1. The name of the lienor is the Depot Street Condominium Association, acting through its Board of Managers on behalf of all unit owners of the Depot Street Condominiums, a condominium pursuant to a Declaration of Condominium, called the "Declaration of Condominium Ownership and of Easements, Restrictions, Covenants, and By-Laws for Depot Street Condominium Association" (the "declaration") and recorded on November 2, 2000 in the office of the Recorder of Deeds of Cook County, Illinois as document number 00866166.
2. The lienor's attorney is the law firm of Michael D. Poulos, P.C. whose office address is 1724 Sherman Avenue, Evanston, Illinois 60201.
3. The owner of the real property described below against whose interest lienor claims this lien is Carol A. Matusak, and her interest is fee simple, subject to the declaration and other matters of record.
4. The property subject to the lien claimed is that portion of the Depot Street Condominiums designated as Unit 1222-1A in the declaration as shown on the plat recorded contemporaneously with and as a part of the declaration.
5. As provided in the declaration, the owner of the unit is liable for a proportionate share of the common expenses of the condominium equal to 6.9004% of the total amount of the common expenses.
6. As provided in the declaration and by statute, amounts assessed as common expenses remaining unpaid constitute a lien against the unit with respect to which the assessment was made.
7. As provided in the declaration and by statute, the developer of the project was responsible for the payment of assessments on unsold units commencing with the conveyance of the first unit in the condominium.
8. The developer failed to pay all such assessments on unit 1222-1A.

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9. As provided in the declaration, for each month for which an assessment is paid late, a late charge of \$25 accrues.
10. As provided in the declaration, interest on unpaid assessments accrues at the rate of 18% per annum.
11. As provided in the declaration and by statute, the Association is entitled to recover its legal fees and costs incurred in collecting unpaid assessments, together with interest on legal fees and costs paid by the Association at the rate of 18% per annum.
12. As provided in the declaration and by statute, assessments are to include a reasonable amount for reserves and repairs.
13. As provided in the declaration and by statute, all such amounts remaining unpaid constitute a lien against the unit with respect to which the assessment was made.
14. As provided in the declaration and by statute, the developer is required to provide an accounting of the receipts and disbursements of the Association while under the developer's control, including assessment payments made by the developer. The developer failed to do so in this case. As a result the Association has been unable to obtain an audit to determine exactly how much is due with respect to Unit 1222-1A arising out of assessments unpaid by the developer together with late fees, interest, legal fees and costs, and interest on legal fees and costs.
15. As of February 14, 2007, the Association estimates the amount due to be \$24,547.33 calculated as follows:

Unpaid Assessments	\$4,886.04
Unpaid Late Fees	\$450.00
Unpaid Interest Thereon	\$3,754.09
Estimated Legal Fees and Costs Incurred in Collection	\$12,366.25
Estimated Interest on Legal Fees and Costs Paid	<u>\$3,090.95</u>
Total	\$24,547.33

The foregoing amounts are estimates only and are subject to audit.

16. In addition, there is due the lienor all attorneys' fees and costs of the preparation and recording of this lien and the collection of the amounts due, and interest after the date hereof at the rate of 18% per annum.
17. In addition, interest, legal fees and costs, and interest on legal fees and costs continue to accrue.
18. The lienor claims a lien for all such amounts.
19. This lien is without prejudice to the claim of the lienor for other obligations of and assessments due from the owner not arising during the period of the developer's ownership of the unit.
20. This lien is signed by Michael D. Poulos not individually but as attorney and authorized agent of the Board of Managers of the Depot Street Condominium Association pursuant to the authority and direction of Jane Balavender, President of the Board of Managers of the Depot Street Condominium Association.

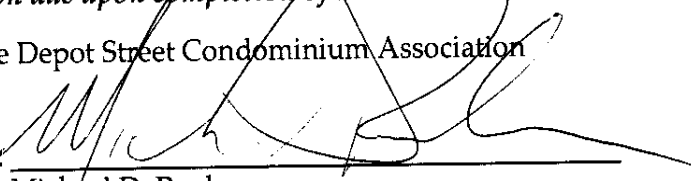
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Wherefore the undersigned, the Depot Street Condominium Association, claims a lien upon Unit 1222-1A in the Depot Street Condominiums, the legal description of which appears below, in the amount of \$24,547.33 for unpaid common charges, late charges, interest, legal fees and costs, and interest on legal fees and costs paid, together with such further amounts accruing hereafter, or such other amount as may be shown due upon completion of an audit.

Dated February 14, 2007

The Depot Street Condominium Association

By:

  
Michael D. Poulos  
Attorney and Authorized Agent  
for the Board of Managers

State of Illinois }  
County of Cook } .ss

The undersigned, a notary public in and for the state and county aforesaid, do hereby certify that Michael D. Poulos, an Attorney and Authorized Agent of the Board of Managers of the Depot Street Condominium Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me, appeared before me this day in person and acknowledged that as such Attorney and Authorized Agent he signed and delivered the said instrument pursuant to authority given by the Board of Managers of the Depot Street Condominium Association as his free and voluntary act and as the free and voluntary act and deed of said Board of Managers of the Depot Street Condominium Association for the uses and purposes therein set forth.

Dated February 14, 2007

  
Notary Public



### Legal Description

Unit 1222-1A in Depot Street Condominium as delineated and defined on the plat of survey of the following described parcel of real estate: Lot 2 in Pontarelli's Depot Square Subdivision in Glenview, being a resubdivision in part of the Northwest 1/4 of Section 35, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded November 2, 2000 as Document Number 00866166, and as amended from time to time, together with its undivided percentage interest in the common elements.

Commonly known as 1222 Depot Street, Unit 1A, Glenview, Illinois 60025

Permanent Index Number 04-35-106-037-1001



### MAIL TO

This instrument was prepared for the lienor by  
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