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Doc#: 0828431027 Fee: \$44.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 10/10/2008 02:11 PM Pg: 1 of 5

THIS DOCUMENT HAS BEEN
 PREPARED BY, AND AFTER
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 RETURNED TO:

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
 333 SOUTH EAST AVENUE
 CONDOMINIUM ASSOCIATION,
 an Illinois Not-for-Profit Corporation.

Claimant,

v.

SHENITA HALE

Defendant,

) Claim for the lien in the amount of \$1,827.92
) plus additional unpaid assessments which
) hereafter become due and owing and
) attorneys fees and costs.

CLAIMANT, BOARD OF MANAGERS OF 333 SOUTH EAST AVENUE
 CONDOMINIUM ASSOCIATION ("Association"), an Illinois not-for-profit corporation,
 hereby files a Claim for Lien against certain property owned by the Defendant(s)
 SHENITA HALE, 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. 24982682 in the Office of the Recorder of Deeds of Cook County, Illinois, on the 4th day of June 1979, Article VI Paragraph 7 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 May 6, 2008 through and including September 1, 2008 is in the amount of \$1,827.92 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 333 SOUTH EAST AVENUE CONDOMINIUM ASSOCIATION

By: [Signature]
Its, Property Manager

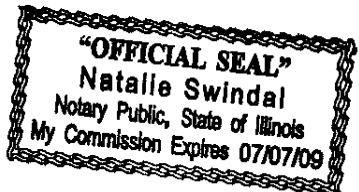
DATE: 9-19, 2008

Judy DeSantis, being first duly sworn, on oath deposes and says, that she is the Property Manager of 333 South East Avenue Condominium Association, an Illinois not-for-profit Corporation, the above named Claimant, that she has authority to make this affidavit on behalf of said Claimant, that she has read the foregoing Claim for Lien, that she knows the contents thereof, and that all the statements therein contained are true.

[Signature]
Judy DeSantis

SUBSCRIBED AND SWORN to
before me this 9 day
of August 2008.

Natalie Swindal
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

UNIT NUMBER 405, IN THE 333 SOUTH EAST AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 8,9 AND 10 IN THE BALLARDS SUBDIVISION OF BLOCK 1(EXCEPT THE NORTH 50 FEET THEREOF) IN OGDEN AND JONES SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF TE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, COUNTY ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24982682, TOGETHER WITHITS UNDIVIDED PERCENTAGE INTERST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Commonly known as:

333 South East Avenue, Unit 405
Oak Park, IL 60302

Permanent Tax Number (P. I. N.):
16-07-414-027-1029

Property of Cook County Clerk's Office

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notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Owner's interest in the Property to maintain for the benefit of all the other Owners an action for possession in the manner prescribed by "an Act in regard to forcible entry and detainer" approved February 16, 1874, as amended, and to execute leases of such defaulting Owner's interest in the Property and apply the rents derived therefrom against such expenses.

8. Any first mortgagee of any unit shall, upon request, be entitled to written notification from the Board of any default in the performance of the obligations contained herein of any Unit Owner/Borrower which have not been cured within thirty (30) days.

9. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of a Unit.

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

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

1. Each Unit or any two or more adjoining Units used together shall be used for housing and related (common) purposes for which the Property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose) without the prior consent of the Board except as hereinafter expressly provided. Owners shall be obligated to maintain and keep in good order and repair their respective Units.

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7. 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 an 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 the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Condominium Property Act, provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association or other lender shall be subject as to priority after written notice to said encumbrance of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date the encumbrance 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 its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof; (2) the right, by giving such defaulting Owner five days' written

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