

# UNOFFICIAL COPY

4731 S. INGLESIDE  
CONDOMINIUM  
ASSOCIATION, Inc.

Plaintiff

v.

Mal Cummings  
PO Box 10814  
Chicago, IL 60610  
Defendant.



Doc#: 1425245041 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/09/2014 09:50 AM Pg: 1 of 6

## NOTICE AND CLAIM FOR LIEN

KNOW ALL MEN BY THESE PRESENTS that the 4731 S. INGLESIDE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, has and claims a lien pursuant to the Declaration of Condominium Ownership, (hereinafter "Declaration") for 4731 S. INGLESIDE CONDOMINIUM ASSOCIATION, which Declaration was recorded with the Cook County Registrar of Titles on 03/12/2007 as Document Number 0707160137, as amended, in particular the provisions dealing with unit owners obligation to pay common expenses and other monetary obligations to the Association, against Mal Cummings, upon the property located at: 4731 S. Ingleside, Unit A-1, Chicago, IL 60615.

PIN: 20-11-102-036-1001

Described herein as EXHIBIT A.

The described property is subject to the Declaration which establishes a plan of condominium ownership of the property commonly referred to as the 4731 S. INGLESIDE CONDOMINIUM Association.

The Declaration along with the Illinois Condominium Property Act, 765 ILCS 605/9 provides for the creation of a lien for the common expense assessments and other monetary obligations imposed pursuant thereto, by the Association, upon its unit owners, if said charges become delinquent. That the total amount due and owing to the Plaintiff by the Defendant is as follows:

1. That pursuant to the Declaration and By-Laws of The Association, the REGULAR ASSESSMENT fees are \$258.67 per month for Unit A-1 and the late fee charge is \$50.00 per Unit for each late monthly payment. That said REGULAR ASSESSMENT became effective on 04/01/2013.

Assessment dues are 17 months in arrears in the amount of \$4,489.26

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2. ;
3. That on 12/18/2013 the Board had to enter the Unit and make Emergency Repairs in the amount of \$9,235.00 Due to no heat in the unit resulting in multiple water lines freezing and rupturing where as the Defendant is responsible for 100% in accordance with the Declaration and By-Laws and owes \$9,235.00 for the Special Assessments;
4. The total amount of late fees due and owing is \$800.00 ; REGULAR ASSESSMENTS for (16) months at \$50.00 per month and \$0.00 for (0) months for SPECIAL ASSESSMENTS at \$50.00 per month;
5. That the Board levied \$650.00 in fines and penalties in accordance to and because of violations to the Declaration, By-Laws, and or Rules and Regulations.
6. \$151.00 assessed in User Fees & other charges;
7. \$1,000.00 incurred in attorney fees;
8. \$780.00 in admin and collection costs attributable to the PLAINTIFF. in collection action against the Defendant;
9. Pursuant to the authority set forth in the Declaration and By-Laws there is a 15% interested per annum of \$438.99;
10. Pursuant to the authority set forth in the Declaration and By-Laws Assessments are accelerated for the remainder of the fiscal year are due and owing of \$0.00;
11. Total amount due and owing to the PLAINTIFF is \$17,544.25 as of 02/27/2014.

The Federal Fair Debt Collection Practices Act Notice is attached hereto and made a part hereof.

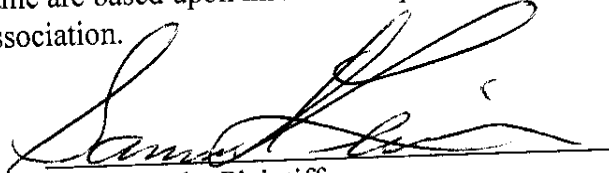
Dated: 02/27/2014

4731 S. INGLESIDE CONDOMINIUM  
ASSOCIATION INC, an Illinois not-for-profit  
corporation

By: 

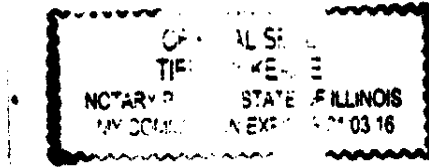
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Samuel Lewis being first duly sworn on oath, deposes and states that he is the duly authorized agent for the 4731 S. INGLESIDE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, and that he is empowered to execute the aforesaid Notice and Claim for Lien on behalf of said Condominium Association, and that he has read the above and foregoing Notice and Claim for Lien, knows the contents thereof and that the same are based upon information provided him by agents of the Board of Directors of the Association.

  
Agent for the Plaintiff

Subscribed and sworn to before me this 27 day of Feb, 2014

Tiffany Keane  
Notary Public



***This Document Prepared By:***  
***Arthur Ropp***  
***Attorney for T.H.E. MANGEMENT, INC.***  
***299 N Dunton Road, Suite 520***  
***Arlington Heights, IL 60004***  
***(773) 544-8644***  
***Revised Oct 2009***

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## AFFIDAVIT OF SERVICE

I, Samuel Lewis being first duly sworn on oath deposes and states that s/he is over twenty-one (21) years of age and that on the 28 day of February, 2014 s/he mailed a copy of the above and foregoing Notice and Claim for Lien upon the following:

### OWNER:

Mal Cummings  
PO Box 10814  
Chicago, IL 60610

### MORTGAGEE:

**City Bank, N.A.**  
**1000 Technology Drive**  
**MS945**  
**O'Fallon, MO 63368-2240**

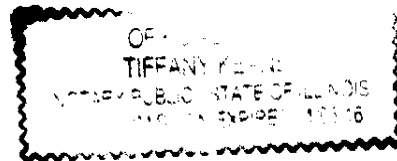
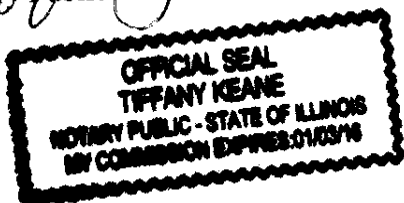
**Copy by Regular Mail**  
**Managing Agent**  
**c/o T.H.E. Management, Inc.**  
**2130 W Belmont Suite B**  
**Chicago, IL 60618**

Service was made on the above by depositing said counterpart enclosed in an envelope, at a United States mailbox, City of Chicago, Illinois by certified mail, return receipt requested, postage prepaid and properly addressed and likewise mailing an additional counterpart by regular mail on 28 of February, 2014 before 4:45 p.m.



Subscribed and sworn to before me this 27 day of Feb. 2014

Tiffany Keane  
Notary Public



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## FEDERAL FAIR DEBT COLLECTION PRACTICES ACT NOTICE

**THIS IS AN ATTEMPT TO COLLECT A DEBT  
ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE**

*Notice Required by the Federal Fair Debt Collection Act  
15 USC Section 6092(g)*

1. The amount of debt you owe to 4731 S. INGLESIDE CONDOMINIUM ASSOCIATION, is \$17,544.25 in assessments, other monetary charges and legal fees as of 27 of February 2014.
2. The name of the creditor to whom the debt is owed is the 4731 S. INGLESIDE CONDOMINIUM ASSOCIATION, (the "creditor").
3. The debt described in the attached letter will be assumed to be valid by T.H.E. Management, Inc. (the creditor's "Agent") unless you notify the creditor's firm in writing within thirty (30) days after receipt of this notice that you dispute the validity of this debt, or any portion thereof.
4. If you notify the creditor's firm in writing within the thirty (30) day period.
5. **NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT THE CREDITOR'S RIGHT TO PURSUE ANY OF ITS RIGHTS OR REMEDIES AGAINST YOU UNDER THE LAW PRIOR TO THE EXPIRATION OF THE THIRTY (30) DAYS EXPIRATION PERIOD.**
6. The creditor seeks to collect a debt and any information obtained will be used for that Purpose.
7. The name of the original creditor is set forth in Number 2 above, If the creditor named above is not the original creditor, and if you make a written request to the creditor's agent within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you by the creditor's law firm.
8. Written requests should be addressed to:

T.H.E. Management, Inc.  
2130 W Belmont Suite B  
Chicago, Il 60618

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## Exhibit A

UNIT 4731 S. Ingleside Unit A-1, in the 4731 S. Ingleside Condominium as delineated on a survey of the following described real estate:

LOTS 35 AND 36 IN BLOCK 2 IN SHERMAN T. COOPER'S DREXEL BOULEVARD ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; which survey is attached to the Declaration of the Condominium recorded 03/12/2007 as Document No. 0707160137 together with its undivided percentage interest in the common elements.