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Doc# 2106113040 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/02/2021 10:44 AM PG: 1 OF 4

IN THE STATE OF ILLINOIS) SS
COUNTY OF COOK)

CLAIM FOR LIEN
IN THE OFFICE OF THE
RECORDER OF DEEDS OF COOK
COUNTY, ILLINOIS

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

1700 E. 56th Street Condominium
Association,)

Claimant,)

v.)

Chicago Title Land Trust Company, as)
Trustee Under The Provisions of a Trust)
Agreement Dated June 21, 2017 And)
Known as Trust Number 8002375096)

Claim for Lien as of January 25, 2021,
in the amount of \$73,915.27 plus additional
sums which hereafter become due and
owing, plus legal fees, court costs and
interest thereon.

NOTICE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, the 1700 E. 56th Street Condominium Association, an Illinois not-for-profit corporation, has and claims a lien pursuant to Section 9(g)(1) of the Illinois Condominium Property Act (765 ILCS 605/9(g)(1) and Article Six, Section 6.01 of a certain Amended and Restated Declaration of Condominium Ownership for 1700 E. 56th Street Condominium, recorded with the Office of the Cook County Recorder of Deeds as Document No. 0812922032 pertaining to the Parcel located at 1700 E. 56th Street, Chicago, Illinois 60637, against Chicago Title Land Trust Company, as Trustee Under The Provisions of a Trust Agreement Dated June 21, 2017 And Known as Trust Number 8002375096, upon the property described on the attached legal description (See Exhibit A) and commonly known as 1700 E. 56th Street, Unit 1708, Chicago, IL 60637.

The property is subject to a Declaration establishing a plan for certain easements, covenants and restrictions for the premises commonly described as 1700 E. 56th Street Condominium Association. The Declaration, in Article Six, Section 6.01 (See Exhibit B) provides for a creation of a lien for unpaid common expenses and other charges including the cost of utilities, repairs, replacement and maintenance of the entire Property including the Parking Area, together with taxes, interest, late charges, costs, and reasonable attorneys' fees necessary for collection. The balance due to the Association for said amounts, unpaid and owing pursuant to the aforesaid Declaration, after allowing all credits, beginning September 10, 2010 and as of January 25, 2021, is the sum of \$73,915.27. Monthly common expenses and common area maintenance charges continue to accrue thereafter. Said charges, together with taxes, interest, costs and reasonable attorneys' fees constitute a lien on the aforesaid real estate.

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DATED: February 15, 2021

1700 E. 56th Street Condominium Association,

By: [Signature]
Octavia May, Property Manager for
1700 E. 56th Street Condominium Association

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Matthew Goldberg, a Notary Public in and for said County in the State aforesaid, do hereby certify that Octavia May, personally known to me to be property manager for the 1700 E. 56th Street Condominium Association, appeared before me this day in person and acknowledged that as such she signed and delivered the above Claim for Lien as her free and voluntary act and as the free and voluntary act of 1700 E. 56th Street Condominium Association for the uses and purposes therein set forth and pursuant to her authority under the Declaration.

Given under my hand and seal this 15th day of February, 2021.



[Signature]
Notary Public

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Matthew J. Goldberg
Emily R. Cannata
Richman, Goldberg & Gorham, LLC
55 E. Monroe St., Suite 3900
Chicago, Illinois 60603

COMMON ADDRESS
1700 E. 56th Street,
Unit 1708
Chicago, Illinois 60637

PIN: 20-13-102-029-1147

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EXHIBIT A

PARCEL 1:

UNIT NUMBER 1708 IN 1700 EAST 56TH STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 8 (EXCEPT THE NORTH 27 ½ FEET THEREOF), ALL OF LOT 9 TO 13, BOTH INCLUSIVE, LOT 14 (EXCEPT THE NORTH 30 FEET THEREOF) IN BLOCK 2 IN EAST END SUBDIVISION OF PART OF SECTION 12 AND 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94779999, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE GARAGE RIGHT, CONSISTING OF THE RIGHT TO PARK ONE PASSENGER AUTOMOBILE IN THE GARAGE, WHICH GARAGE IS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT 94779999 AND GRANTED BY DEED RECORDED AS DOCUMENT 94888005, COOK COUNTY, ILLINOIS.

Permanent Index Number:

Property ID: 20-13-102-029-1147

Property Address:

1700 E. 56th Street, Unit 1708
Chicago, IL 60637

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EXHIBIT B

ARTICLE SIX:

ASSESSMENTS

6.01 CREATION OF LIEN AND PERSONAL OBLIGATION: Each Owner of a Unit Ownership by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Residential Association such assessments or other charges or payments (including, without limitation, any parking fees) as are levied or charged pursuant to the provisions of this Declaration, the By-Laws, rules and regulations duly adopted by the Board or the Act. Such assessments, fees or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, fee or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment, fee or other charge or payment is due.

6.02 PURPOSE OF ASSESSMENTS: The assessments levied by the Residential Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Residential Association, to administer the affairs of the Residential Association, and to pay the Common Expenses.

6.04 PAYMENT OF ASSESSMENTS: On or before the first day of the fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Dwelling Unit shall pay to the Residential Association, or as it may direct, those portions of the Annual Assessment and Garage Assessment which are payable by such Owner with respect to each Dwelling Unit owned by the Owner.

6.09 NONPAYMENT OF ASSESSMENTS: Any assessments or other charges or payments which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within (30) days after the due date, it shall bear interest from the due date at the contract rate permitted in Illinois, but not to exceed eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interests, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of assessments or other charges. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment, or transfer of his Dwelling Unit.

6.10 RESIDENTIAL ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES: The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by a 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 sale, other than a mortgagee, who takes possession pursuant to court order or a purchaser who acquires title from a mortgagee, shall have the duty to pay a proportionate share, if any, of Common Expenses for the Unit which would have become due in the absence of any assessment acceleration during the six (6) months immediately preceding institution of an action to enforce the collection of assessments, and which remain unpaid by the Owner during whose possession the assessments accrued. Further, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to a prior mortgage foreclosure which are reallocated among the Owners pursuant to subsequently adopted annual, revised or special assessments, and non-payment thereof shall result in a lien against the transferee's Unit Ownership as provided in Section 6.01.