



Doc# 2116846390 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/17/2021 03:23 PM PG: 1 OF 6

Harvey House)
CONDOMINIUM)
ASSOCIATION, Inc.)

Plaintiff)

v.)

Deutsche Bank-Trustee)
Deutsche Bank-Trustee for)
ResAccreditLoans)
7420 N. Winchester Ave.)
Unit 1D)
Chicago, IL., 60626)

Defendant.)

NOTICE AND CLAIM FOR LIEN

KNOW ALL MEN BY THESE PRESENTS that the HARVEY HOUSE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, has and claims a lien pursuant to the Declaration of Condominium Ownership, (hereinafter "Declaration") for HARVEY HOUSE CONDOMINIUM ASSOCIATION, which Declaration was recorded with Office of the Recorder of COOK COUNTY as Document Number 9305865, as amended, in particular the provisions dealing with unit owners obligation to pay common expenses and other monetary obligations to the Association, against Deutsche Bank-Trustee, upon the property located at: Deutsche Bank-Trustee for ResAccreditLoans 7420 N. Winchester Ave. Unit 1D Chicago, IL., 60626

PIN: 11-30-406-024-1004

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 Harvey House 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:

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1. That pursuant to the Declaration and By-Laws of The Association, the REGULAR ASSESSMENT fees are \$206.15 per month for Unit 1D and the late fee charge is \$35.00 per Unit for each late monthly payment. That said REGULAR ASSESSMENT became effective on 06/27/2010.
2. Assessment dues are 11 months in arrears in the amount of \$2,137.06;
3. That on May 01, 2021 the Board met and levied FINES FOR VIOLATIONS in the amount of \$34,500.00 for Violating the Governing Documents whereas the Defendant is responsible for 100% in accordance with the Declaration and By-Laws and owes \$6,665.00 for Repairs caused by the violation;
4. The total amount of late fees due and owing is \$455.00 ; REGULAR ASSESSMENTS for (13) 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 \$34,500.00 in fines and penalties in accordance to and because of violations to the Declaration, By-Laws, and or Rules and Regulations.
6. \$1,050.00 assessed for 30 Day Demand for Payment & Lien Notice;
7. \$TBD incurred in attorney fees;
8. \$3,845.00 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 \$0.00;
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 \$47,397.06 as of May 19, 2021.

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

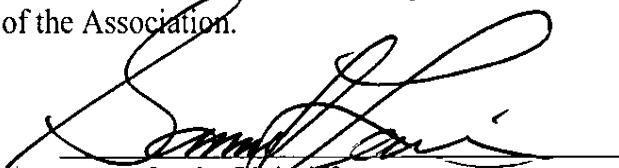
Dated: May 19, 2021

HARVEY HOUSE CONDOMINIUM ASSOCIATION INC, an
Illinois not-for-profit corporation

By: 

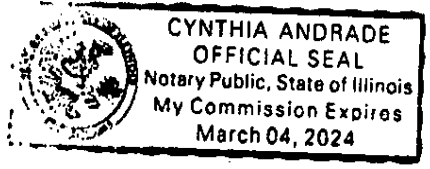
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Samuel Lewis being first duly sworn on oath, deposes and states that he is the duly authorized agent for the Harvey House CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, and that he is empowered to execute the aforesaid Notice and 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 19th day of May, 2021

Cynthia Andrade
Notary Public



This Form Template Prepared By:
Earthleen E.M. McFerren, Esq.
Attorney at Law
414 W. 34th Street
Steger, Illinois 60675
312-388-3899
Revised July 2014

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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 19 day of May, 2021 s/he mailed a copy of the above and foregoing Notice and Claim for Lien upon the following:

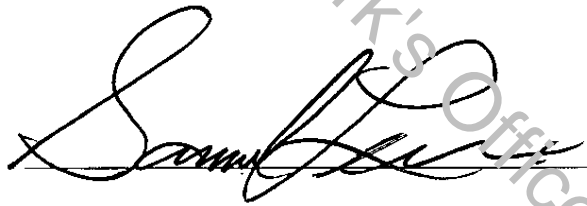
OWNER:

Deutsche Bank-Trustee
DeutscheBank-Trustee for Res Accredit Loans
C/O PHH Mortgage
1000 Abernathy Rd NE #200
Atlanta, GA 30328-5604
(Asset Management Co.)

MORTGAGEE:

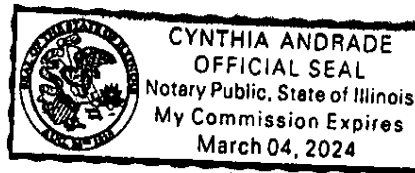
Copy by Regular Mail
Managing Agent
c/o T.H.E. Management, Inc.
3448 N. Pulaski Rd.
Chicago, IL 60641

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 19 of May, 2021 before 4:45 p.m.



Subscribed and sworn to before me this 19th day of May, 2021

Cynthia Andrade
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 HARVEY HOUSE CONDOMINIUM ASSOCIATION, is \$47,397.06 in assessments, other monetary charges and legal fees as of May 01, 2021.
2. The name of the creditor to whom the debt is owed is the HARVEY HOUSE 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

LEGAL DESCRIPTION:

UNIT(S) 1D AS DELINEATED ON SURVEY OF LOT 13 AND THE SOUTH 1/2 OF LOT 12 IN BLOCK 6 OF MURPHY'S ADDITION TO ROGERS PARK IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 16161 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 19305865 TOGETHER WITH AN UNDIVIDED INTEREST IN SAID LOT 13 AND THE SOUTH HALF OF LOT 12 IN BLOCK 6 IN MURPHY'S ADDITION TO ROGERS PARK (EXCEPTING THEREFROM ALL THE PROPERTY AND SPACE KNOWN AS UNITS 1A TO 1D BOTH INCLUSIVE, 2A TO 2D BOTH INCLUSIVE, 3A TO 3D BOTH INCLUSIVE, AS SAID UNITS ARE DELINEATED ON SAID SURVEY).

Commonly known as: 7420 N. WINCHESTER AVE. Unit 1D
CHICAGO, IL., 60626

Property Index No.: 11-30-406-024-1004