



# UNOFFICIAL COPY

representative capacity in relation to matters involving the common elements or more than one unit, on behalf of the unit owners, as their interests may appear.

4. The occupant of the said unit died; the unit has been vacant for some time; on information and belief, the Heirs at Law or Devisees of Andre Toguem were aware of the vacant unit as Serge Toguem and Solange Toguem are Administrators of the Estate of Andre Toguem; that it is winter and the Administrators unit have not winterized the unit thereby placing the common elements at risk by damage due to frozen pipes and did not contact the Association to prepare or take steps to enter the unit and winterize it and protecting the common elements and the health and safety of Association owners.

On about January 17, 2024, after the water pipe in the unit froze and broke damaging the unit and the unit below the Toguem unit and possibly other units. Hereafter, the Association gained entry with a service to cap the water pipe to protect the unit and the adjoining units from further damage. The Association has paid \$964 for the water line capping and is in process of procuring work to repair the damages to the common elements and to protect the health and safety of residents from problems arising from the water damage. Additional costs and expenses for common element repair and remediation for health and safety will be incurred in addition to the \$964.00.

Also, the Association has incurred \$1,187.00 in attorney fees and costs to date, and additional fees and costs will be incurred regarding the broken water pipe and damage to the common elements and other unit(s).

5. That as of the date hereof the amount due and owing for the Association's preservation of the common elements associated with the unit the Association is responsible for costs and Attorney fees is the sum of TWO THOUSAND ONE HUNDRED FIFTY-ONE AND 00/100 (\$2,151.00) which sum will increase with incurring future costs of repair and preservation, if necessary, the cost of collection and attorney fees of collection, all of which must be satisfied prior to the release of this lien.
6. This Claim for Lien and Recorded Notice is further executed and recorded under the Illinois Mortgage and Foreclosure Act for the purposes of disclosing of record the following information and so as to prevent the claimant from being regarding as a non-record with respect to the premises and interest of the claimant herein set forth:
  - A. FLOSSMOOR COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, Illinois not for profit association, by Jim L. Stortzum, its attorney, causes this lien to be filed.
  - B. Real estate lien for delinquent assessments, repairs, protection of health and safety of residents and fines pursuant to the Declaration of Covenants, Conditions, and Restrictions of Record recorded as Document No. 24061704 as amended in the Office of the Recorder of Deeds, Cook County, Illinois.
  - C. The premises to which the right, title, interest, claim of lien pertains are as

**UNOFFICIAL COPY**

follows:

UNIT 2612-1N TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN FLOSSMOOR COUNTRY CLUB APARTMENTS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22557628, IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Identification: 31-01-420-048-1007

and commonly known as: 2612 Central Drive, #1-N  
Flossmoor, IL 60422

Dated this 22<sup>nd</sup> day of January, 2024 at Orland Park, Illinois.

FLOSSMOOR COUNTRY CLUB APARTMENTS  
CONDOMINIUM ASSOCIATION, an Illinois not  
for profit Corporation

By: [Signature]

Jim L. Stortzum, Its Attorney

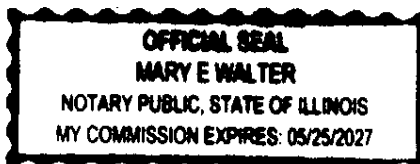
STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK     )

JIM L. STORTZUM, being first duly sworn on oath, deposes and states that he is the attorney for the above-named claimant, FLOSSMOOR COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, an Illinois not for profit corporation, that he has read the foregoing Claim for Lien and Recorded Notice, knows the contents thereof and that all the statements therein contained are true.

[Signature]  
JIM L. STORTZUM

Subscribed and sworn to  
before me this 22<sup>nd</sup> day  
of JANUARY, 2024.

[Signature]  
Notary Public



**THIS INSTRUMENT PREPARED  
BY AND RETURN TO:**

Jim L. Stortzum  
Attorney at Law  
10725 West 159<sup>th</sup> Street  
Orland Park, IL 60467  
(708) 349-4002

S:\Active\litigation\Flossmoor CC Apartment Condos\Toguem\2\Claim for Lien section 9.docx

# UNOFFICIAL COPY

## 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 PRACTICES ACT 15 U.S.C. §1692(g)

1. The amount of debt you owe to Flossmoor Country Club Apartments Condominium Association is \$964.00 as of January 19 2024 or costs for repair and preservation as of common elements and work to ensure safety of the residents plus \$1,187,00 in attorney fees and costs for a total of as of January 22, 2024 for a total of \$2,151.00.

2. The name of the creditor to whom the debt is owned is the Flossmoor Country Club Apartments Condominium Association (the "creditor").

3. The debt described in the attached notice will be assumed to be valid by Attorney Jim L. Stortzum (the creditor's "law firm") unless you notify the creditor's law 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 law firm in writing within the thirty (30) day period mentioned above that the debt, or any portion thereof, is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to you by the creditor's law firm.

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 attorney 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:

Jim L. Stortzum  
Attorney at Law  
10725 W. 159<sup>th</sup> Street  
Orland Park, IL 60467

# UNOFFICIAL COPY

## AFFIDAVIT OF SERVICE

I, Mary E. Walter, being duly sworn on oath deposes and states that she is over twenty-one (21) years of age and that on the 22nd day of January, 2024 mailed a copy of the above foregoing Notice and Claim for the Lien upon the Following:

### OWNER:

Heirs at Law or Devisees of  
Andre Toguem  
Erik B. Diggs Diggs Law Firm  
161 N Clark, Suite 1700  
Chicago, IL 60601

### MORTGAGEE:

There are no lenders of record.

Copy by Regular Mail:

Board of Directors

Service was made on the above-named Owner and Mortgagee by depositing said copy enclosed in an envelope, at a United States mailbox, Village of Orland Park, Illinois by Certified mail, return receipt requested, postage prepaid and properly addressed and likewise mailing an additional counterpart by regular mail on January 22, 2024 before 5:00 pm.

Mary E. Walter

Subscribed and sworn to be before me  
this 22nd day of January, 2024.

[Signature]  
Notary Public

