

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

LION PLACE CONDOMINIUM )  
ASSOCIATION, an unincorporated )  
association )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
PAUL F. MCGILL AND ARHILD E. )  
MCGILL, TRUSTEES UNDER THE )  
P&A LIVING TRUST DATED )  
NOVEMBER 17, 1998 AND ANY )  
AMENDMENTS THERETO, AND ANY )  
SUCCESSORS IN INTEREST THERETO, )  
 )  
Defendants. )

Case No.: CI 15-\_\_\_\_\_

**COMPLAINT FOR  
FORECLOSURE OF LIEN  
(December 2014 General Assessment)**

COMES NOW the Plaintiff, Lion Place Condominium Association (“Plaintiff”), by and through its attorney of record, Benjamin E. Maxell, and for its Complaint For Foreclosure Of Lien (“Complaint”) against Defendants Paul F. McGill and Arhild E. McGill, Trustees under the P&A Living Trust Dated November 17, 1998 and any Amendments thereto, and any successors in interest thereto (collectively “Defendants”), hereby asserts as follows:

1. Plaintiff is an unassociated corporation, with its principal place of business located at 1102 Harney Street in Omaha, Douglas County, Nebraska (68102) (“Lion Place Property”).
2. Defendants are married individuals, that at all times relevant hereto, were the joint owners of the following real property located within the Lion Place Property: LION PLACE CONDOMINIUM REGIME LOT 401 BLOCK 0; LION PLACE CONDOMINIUM REGIME LOT 402 BLOCK 0; LION PLACE CONDOMINIUM REGIME LOT 501 BLOCK 0; LION PLACE CONDOMINIUM REGIME LOT 502 BLOCK 0; LION PLACE CONDOMINIUM REGIME LOT 503 BLOCK 0 (collectively “McGill Condominiums”).

3. The District Court of Douglas County, Nebraska (“Court”): possesses personal jurisdiction over Plaintiff and Defendants; possesses subject matter jurisdiction over the subject of the above-captioned matter and the associated foreclosure proceedings; and, is the appropriate venue for the filing of Plaintiff’s Complaint, the above-captioned matter, and the associated foreclosure proceedings.
4. Plaintiff was originally formed by the filing of the Declaration of Condominium Property Regime of Lion Place Condominium (“Declaration”) with the Douglas County Register of Deeds (“Register of Deeds”) on or about April 6, 1998. The Declaration authorizes Plaintiff to handle the daily operations and administrative functions of several condominium units contained within the Lion Place Property; including the McGill Condominiums.
5. Defendant Paul F. McGill approved, executed and filed the Declaration with Michael L. Henery (“Mr. Henery”), the current President of Plaintiff.
6. Paragraph No. 20 and Paragraph No. 21 of the Declaration allow Plaintiff to levy general and special assessments, respectively, against each condominium owner for maintenance and improvements made to the Lion Place Property, as well as other general expenses incurred in conjunction with the Lion Place Property. Such assessments are then borne by each individual condominium owner, with each condominium owner responsible for their respective percentage interest.
7. Paragraph No. 22 of the Declaration provides that to the extent that such levied general or special assessment is not satisfied by the condominium owner against whom it is assessed, Plaintiff possesses a lien against the condominium owner’s property until such time that the owner fully satisfies the general or special assessment. Paragraph No. 22 of the Declaration further provides that the past due principal amount of any lien accrues interest at a five percent (5%) annual rate.

8. On or about December 1, 2014, Plaintiff levied a general assessment on all condominiums within the Lion Place Property for various maintenance, improvement and administrative expenses incurred by Plaintiff (“December 2014 General Assessment”); including against the McGill Condominiums.
9. Defendants *pro rata* responsibility for the December 2014 General Assessment for the McGill Condominiums totals Two Hundred Eighty-Six Dollars and Sixty Cents (\$286.60).
10. As of the date herein, Defendants have failed to pay Plaintiff any portion of Defendants’ *pro rata* responsibility for the December 2014 General Assessment.
11. Due to Defendants’ failure to satisfy their obligation for the December 2014 General Assessment, Plaintiff filed a Lien For General Assessment with the Register of Deeds on or about January 13, 2015 (“December 2014 Lien”). A true and correct copy of the December 2014 Lien is attached hereto, and incorporated by reference herein, as Exhibit “A”.
12. As a result of Defendants’ failure to satisfy the December 2014 Lien, Plaintiffs are now entitled to foreclose the same, and the Court must order such foreclosure.
13. No other proceedings have been initiated for the recovery of the amounts owed by Defendants in conjunction with the December 2014 Lien.
14. A true and correct copy of the requisite “Notice Required By The Fair Debt Collection Practices Act”, 15 U.S.C. § 1601, *et. seq.* is attached hereto, and incorporated by reference herein, as Exhibit “B”.
15. Mr. Henery, on behalf of Plaintiff, attests and verifies that: Plaintiff possesses personal and individual knowledge of the facts and opinions set forth in this Complaint; the facts and opinions set forth in this Complaint are true and correct, to the best of Plaintiff’s knowledge and belief; the facts and opinions set forth in this Complaint are based upon a reasonable degree of certainty, and premised upon all

knowledge and information available to Plaintiff as of the date herein; and, Plaintiff files this Complaint, and effectuates the associated foreclosure proceedings, of Plaintiff's own free will, volition and accord, free of any duress and/or coercion of any other parties and/or persons, and free of the influence of any medications, drugs, alcohol and/or other substance that would affect Plaintiff's ability to think clearly, logically and/or rationally

WHEREFORE, Plaintiff respectfully prays for an Order from the Court:

- A. Declaring that Plaintiff possesses a valid lien on the McGill Condominiums;
- B. Foreclosing Plaintiff's lien on the McGill Condominiums;
- C. Entering judgment against Defendants, in an amount to be determined at trial, for at least Two Hundred Eighty-Six Dollars and Sixty Cents (\$286.60), plus pre-judgment interest, post-judgment interest and recording costs;
- D. Ordering that if Defendants do not satisfy the judgment entered against Defendants within twenty (20) calendar days from the entry of the Court's Order, the McGill Property will be sold to satisfy the November 2014 Lien, as provided by law ("Foreclosure Sale");
- E. Issuing a Writ of Assistance directing the Douglas County, Nebraska Sheriff to place the purchaser at the Foreclosure Sale in possession of the McGill Condominiums;
- F. Ordering Defendants to pay any and all attorney fees and/or costs incurred by Plaintiff in conjunction with the above-captioned matter; and,
- G. Awarding any and all other and/or further relief to Plaintiff that the Court deems just and/or equitable under the premises.

DATED: June 15, 2015

Respectfully submitted,

LION PLACE CONDOMINIUM  
ASSOCIATION,

Plaintiff,

By: /s/ Benjamin E. Maxell  
Benjamin E. Maxell, NE # 22689  
Katskee, Suing & Maxell, PC, LLO  
10404 Essex Court, Suite 100  
Omaha, Nebraska 68114  
Telephone: (402) 391-1697  
Facsimile: (402) 391-8932  
E-Mail: ben@katskee.com  
Website: www.katskeesuinglaw.com  
ATTORNEYS FOR PLAINTIFF



**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT,  
(the Act), 15 U.S.C., Section 1601, as amended**

1. The amount of debt is stated in Plaintiff's Complaint.
2. The Plaintiff as named in the attached summons and Complaint is the creditor to whom the debt is owed.
3. The debt described in the Complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor, within thirty days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the debtor notifies the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. If the creditor named as Plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Written requests should be addressed to Thomas J. Young, 2433 South 130<sup>th</sup> Circle, Omaha, Nebraska 68144.

