



CONTRACTOR'S CLAIM FOR LIEN

ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The Claimant, O'Donnell, Wicklund, Pigozzi and Peterson Architects, Incorporated, an Illinois corporation, of Chicago, County of Cook, State of Illinois hereby files a Claim for Mechanic's Lien on the Real Estate (as hereinafter described) and against the interest of the following entities in the Real Estate (Owner)"

Bank of Waukegan, as Trustee under trust agreement dated February 21, 1997, and known as Trust No. 204187, and the beneficiary or beneficiaries of the Trust, and

The Central Park Condominium Association, for the property located at 2953 Central Street, Evanston, Illinois;

and any person claiming an interest in the Real Estate (as hereinafter described) by, through and under the Owner.

Claimant states as follows:

1. On or about August 31, 1998, and subsequently, Owner owned fee simple title to the real estate (including all land and improvements thereon) (Real Estate) in Cook County, Illinois, and legally described as follows:

Parcel 1: Units 201 through 212 both inclusive, and units 301 through 312 both inclusive and unit C-1 in the Central Park Condominium as delineated on a survey of the following described tract of land: Lots 63 to 70, inclusive, in Westerlawn, a subdivision of lots 9, 10, 11 and 12 in the County Clerk's Division in the Southeast fractional ¼ of section 33, township 42 North, Range 13 East of the third principal meridian, according to the plat thereof recorded December 17, 1915 as document 5772065 in Cook County, Illinois, which survey is attached to the Declaration of Condominium recorded as document 00385437; together with its undivided percentage interest in the common elements in Cook County, Illinois

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Parcel 2: The exclusive right to the use of parking spaces and storage spaces, limited common elements, as delineated on the survey attached as Exhibit "A" to the aforesaid declaration, as amended from time to time.

The Permanent Real Estate Tax Numbers are 05-33-427-010-0000; 05-33-427-011-0000; 05-33-427-012-0000; 05-33-427-013-0000; 05-33-427-029-0000

2. That on August 31, 1998, the lien claimant made a written agreement with Cyrus Homes, Inc., (Cyrus) to furnish architectural services and designs and specifications, for the building remodeling and renovations. The contract called for a base fee for basic services of 4.85% of construction costs estimated to be \$4,500,000 or \$218,250 plus a schematic re-design for an hourly fee not to exceed \$18,000 plus any other tasks outside the initial scope to be billed upon hourly rates set forth in the agreement plus reimbursable expenses set at 5% of the basic fee plus additional reimbursable expenses at 1.15% of costs incurred by the Architect and or its employees for any other tasks outside the initial scope to be itemized with each invoice.

3. The Contract was entered into by Cyrus Homes, Inc., as the Owner's agent, and the work was performed with the knowledge and consent of the Owner. Alternatively, the Owner authorized Cyrus to enter into the Contract. Alternatively, the Owner knowingly permitted Cyrus to enter into said Contract.

4. The Claimant furnished architectural services for the agreed sum and completed same on June 22, 2000. The total owed and payable pursuant to the Contract is as follows: Basic Services \$220,000.00; Schematic Redesign \$16,227.80. Four Additional Tasks: Structural System Study \$9,889.80, Value Engineering Study \$7,759.00, Value Engineering changes \$64,098.50 and Modifications for ATM machine \$604.00; plus consultant fees of \$412.50 due under the base contract and \$4,450.63 under the additional tasks plus reimbursable(s) of \$12,220.63 for basic services and \$5,151.49 for additional tasks plus late fees due pursuant to the terms of the agreement in the amount of \$10,553.41 under the base contract and \$10,403.37 due under the additional tasks for a total contract price of \$361,771.13. All of the foregoing sums are due under the party's agreement. Cyrus is entitled to receive credits of \$255,235.63.

5. The Claimant last performed work under the Contract on June 22, 2000.

6. As of and through July 31, 2000, there is due, unpaid, and owing to Claimant, after allowing all credits and set-offs, the principal sum of \$106,535.50, which principal sum amount bears interest at the contract agreed rate of 3 percent per month. Claimant claims a Lien on the Real Estate (including all land and improvements thereon) in the amount of \$106,535.50 plus interest as provided in the agreement.

7. Subsequent to entering into the agreement with Cyrus, the following units were sold to the following named individuals whom Claimant, on information and belief, obtained title to same on the dates indicated based upon the dates mortgages were executed or if not stated below, on or after May 26, 2000, the date the Declaration of Condominium ownership was recorded, all indicated as follows:

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Marilyn Q. Cloud as to unit 204;
Roger P. Marcus and Elyse Langer as to unit 205 on July 25, 2000;
Daniel J. O'Keefe and Barbara O'Keefe as to unit 208 on June 16, 2000;
Suzanne M. Quigley as to unit 310; and
The undivided interests of the owners in the common elements and the interest of the association as established by the Declaration of Condominium Ownership recorded May 26, 2000 as document number 00385437.

O'Donnell, Wicklund, Pigozzi and Peterson
Architects, Incorporated

By: Andrew D. Mendelson
Andrew D. Mendelson, Secretary

VERIFICATION

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

Andrew D. Mendelson, being duly sworn on oath, and states that he is the duly elected corporate secretary of Claimant, O'Donnell, Wicklund, Pigozzi and Peterson Architects, Incorporated, an Illinois corporation, that he is authorized to sign this Verification to the foregoing Original Contractor's Claim for Mechanic's Lien, and that he has read the Original Contractor's Claim for Mechanic's Lien, and that the statements contained therein are true.

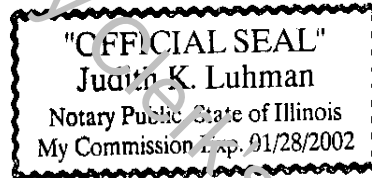
Harry M. Engelstein
Affiant

SUBSCRIBED AND SWORN to before me this

5th day of September, 2000

Judith K. Luhman
Notary Public

My commission expires 01/28, 2000



This document was prepared by and after recording shall be returned to:

The Law Offices of
Joel N. Goldblatt, Ltd.
100 N. LaSalle Street Suite 1910
Chicago, IL 60602

P.I.N.: The Permanent Real Estate Tax Numbers are 05-33-427-010-0000;
05-33-427-011-0000; 05-33-427-012-0000; 05-33-427-013-0000; 05-33-427-029-0000

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