

**NOTICE OF INTENT TO FILE LIEN
SUBCONTRACTOR'S CLAIM FOR LIEN
(PRIVATE CONSTRUCTION)**



The lien claimant, KAVANAUGH ELECTRIC, INC. (f/k/a Richard James Corporation), of 21750 Main Street, Unit 8, Matteson, IL, hereby files a claim for Mechanics' Lien against MOUNT CALVARY BAPTIST CHURCH of 1257-1259 W. 111th Street, Chicago, IL 60643, whose registered agent is Robert Johnson and whose registered office is 2828 S. Indiana, Chicago, IL 60616, SEAWAY NATIONAL BANK OF CHICAGO of 645 East 87th St., Chicago, IL 60619, as lender, CHICAGO TITLE AND TRUST COMPANY of 171 N. Clark Street, 8th

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE**

Floor, Chicago, IL 60601, as trustee, (hereinafter collectively referred to as "Owner") and KOLODZIEJ DEVELOPMENT, INC., as Prime Contractor, of 15225 Poplar Creek Ct., Orland Park, IL 60467 whose registered agent is Michael Svanascini and whose registered office is 39 S. LaSalle St., Ste. 915, Chicago, IL 60603, and any person claiming an interest in the Real Estate (as hereinafter described) by, through, or under the Owner, and Unknown Owners, and states as follows:

1. On or about August 30, 1974, and subsequently, Owner owned the following real estate, including all land and improvements thereon, in the County of Cook, State of Illinois, legally described as:

The West 1/2 of Lot 11 and all of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in Block 1 in Griffins Subdivision of Blocks 1, 2, 3, and 4 of Streets Subdivision of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

(hereinafter collectively referred to as the "Real Estate" and constituting the same premises).

Commonly known as: 1257-1259 W. 111th Street, Chicago, IL 60643
Permanent Index Numbers: 25-20-105-001; 25-20-105-002; 25-20-105-003; 25-20-105-004; 25-20-105-005; 25-20-105-006; 25-20-105-007; 25-20-105-008; 25-20-105-009; 25-20-105-010; 25-20-105-011; 25-20-105-012 and 25-20-105-045

2. On information and belief, VINCENT KOLODZIEJ d/b/a KOLODZIEJ DEVELOPMENT, INC., as Prime Contractor, entered into a Prime Contract with said Owner (or, in the alternative, a person or entity authorized or knowingly permitted by said Owner to make said Contract) to make improvements to said Real Estate.

3/29/00

3. On or about February 20, 1998, lien claimant submitted a written proposal and subsequently on or about February 9, 1999, made an oral contract (hereinafter referred to as the "Subcontract") with said Prime Contractor pursuant to said written proposal to provide electrical labor, material and supplies for the building(s) being erected and/or improvements being made on said Real Estate for the sum of One Hundred Fifty-One Thousand One Hundred Eighty-One Dollars and No cents (\$151,181.00).

4. At the special instance and request of said Prime Contractor and/or Owner, the claimant furnished extra and additional materials and supplies and extra and additional labor on said Real Estate to the value of \$9,307.66 and also made certain deductive changes to the work to the value of \$17,840.10, all said extras and changes to the net deductive value of \$8,532.44.

5. On or about September 13, 2000, lien claimant substantially completed work required to be done by said Subcontract including delivery of materials, to the value of One Hundred Forty-Two Thousand Six Hundred Forty-Eight Dollars and Fifty-Six Cents (\$142,648.56).

6. Owner/Contractor is entitled to credits on account thereof as follows, to wit: \$116,743.00, leaving due unpaid and owing to the lien claimant, after allowing all credits, the balance of Twenty-Five Thousand Nine Hundred Five Dollars and Fifty-Six Cents (\$25,905.56) for which, with statutory interest at the rate of 10% per annum, lien claimant claims a Mechanics' Lien on said Real Estate, and, also, as against the creditors and assignees, and personal and legal representatives of the contractor, on the material, fixtures, apparatus or machinery furnished, and on the moneys or other considerations due or to become due from the owner under the original contract.

To the extent permitted by law, all waivers of lien heretofore given by claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice.

KAVANAUGH ELECTRIC, INC.

By: Richard F. Kavanaugh
Richard Kavanaugh
Its: President

UNOFFICIAL COPY

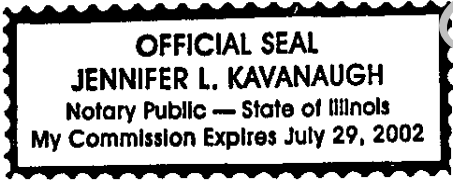
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

VERIFICATION

The Affiant, Richard Kavanaugh, being first duly sworn, on oath deposes and says that he is the President of Kavanaugh Electric, Inc., the lien claimant; that he has read the foregoing Notice of Intent and Claim for Lien and knows the contents thereof; and that all statements therein contained are true.

Richard J. Kavanaugh

Subscribed and sworn to before me this 8th day of December, 2000.



Jennifer L. Kavanaugh
Notary Public

This instrument prepared by and after recording MAIL TO:

Law Offices Cynthia A. Manestar, P.C.
4440 W. Lincoln Hwy., Ste. 301
Matteson, IL 60443

