

UNOFFICIAL COPY

0010122269

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2001-02-14 14:42:38

Cook County Recorder 18.50



0010122269

ORIGINAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS)
CIRCUIT COURT)
COUNTY OF COOK)

The claimant, Stephen C. Ferguson, self employed contractor doing business in Illinois as Unique Enterprises, with an address of P.O. Box 4871, Skokie, IL 60076, hereby files its original contractor's claim for mechanics lien on the Real Estate (as hereinafter described) and against the interest of the following entity(s) in the Real Estate:

Donny R. Williams
1914 Asbury
Evanston, IL 60201

Deed in trust to #98159808, American National Bank and Trust of Chicago, 8801 N. Lincoln Ave., Skokie, IL 60077. Agreement dated February 13, 1998.

and any person claiming an interest in the Real Estate (as hereinafter described) by, through, or under Owner. This includes the following entity that has filed on October 12, 1999 c/o Fisher and Fisher, as Plaintiff against American National Bank and Trust of Chicago under Trust #600227-04

Ocwen Financial Services, Inc
c/o Fisher and Fisher
120 N. LaSalle
Chicago, IL 60602
(date of mortgage 1/26/98, recorded 2/3/98 in Cook County)

Claimant states as follows:

1. On or about February 3, 1998, and subsequently, Owner owned fee simple title to the Real Estate (including all land and improvements thereon) in Cook County, Illinois, commonly known as 1914 Asbury, Evanston, IL, and legally described as follows:

The North 33 feet of Lot 8 in Block 6, in Cravens Re-subdivision of Blocks 1, 6 and 7 of Grant and Jackson addition to Evanston, being a subdivision of the South part of the Northeast ¼ of the Northeast ¼ of Section 13, Township 41 North Range 13 and that part of the Northwest ¼ of the Northwest ¼ of Section 18 Township 41 North, Range 13 and that part of the Northwest ¼ of the Northwest ¼ of Section 18 Township 41, North Range 14, East of c/k/a, 1914 Asbury, Evanston, Illinois 60201.

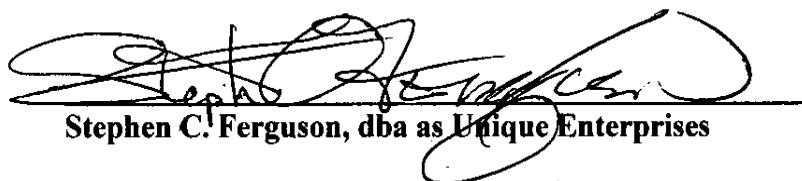
The permanent real estate tax number is:

10-13-212-022

2. Claimant made a contract dated September 19, 2000, and signed on September 20, 2000, with Don (Donny) Williams under which claimant agreed to provide labor and materials as stipulated in contract to rehabilitate garage on the Real Estate (1914 Asbury, Evanston, IL) for the original contract amount of \$3,108. A copy of the contract is attached hereto as Exhibit A.
3. The contract was entered into by Don Williams as owner, and the work was performed with the knowledge and consent of Don Williams as owner, for the improvement of the Real Estate.
4. Claimant performed additional work (extras) in the amount of \$180.49 as the result of needing to replace additional rotted wood on garage roof, and Owner's request for additional gutter work. Claimant agrees to offset the amount due for extras in exchange for not replacing the Header above the overhead door opening due to lack of header space in the original garage construction (material and labor cost for Header would have been \$101.90).
5. Claimant last performed work under the contract on October 25, 2000.
6. Don (Donny) Williams has been duly notified in writing of completion of work and balance due, via Claimant's October 26, 2000 letter (letter attached hereto as Exhibit B), which was sent certified mail and signed for by Donny Williams on October 27, 2000 (mail receipt attached hereto as Exhibit C).
7. As of the date hereof, there is due, unpaid, and owing to Claimant Stephen C. Ferguson, after allowing all credits, the principal sum of \$1,036, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$1,036 plus interest. All principal and interest due is payable to Stephen C. Ferguson.

Dated: February 13, 2001

STEPHEN C. FERGUSON (claimant)



Stephen C. Ferguson, dba as Unique Enterprises

This document has been prepared by and after recording should be returned to:

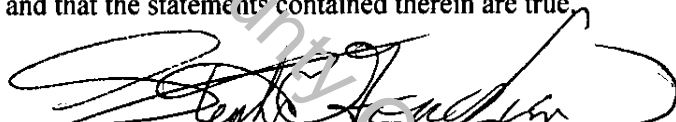
Stephen C. Ferguson
Unique Enterprises
P.O. Box 4871
Skokie, IL 60076

PIN: 10-13-212-022 (Real Estate that lien is claimed on)

VERIFICATION

STATE OF ILLINOIS)
CIRCUIT COURT)
COUNTY OF COOK)

Stephen C. Ferguson, being first duly sworn on oath, states that he is a self employed contractor doing business in Illinois as Unique Enterprises, and that he is the claimant and authorized to sign this verification to the foregoing original contractor's claim for mechanics lien, that he has read the original contractor's claim for mechanics lien, and that the statements contained therein are true.



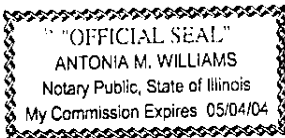
Stephen C. Ferguson

Subscribed and sworn to before me
this 13 day of February, 2001.



Notary Public

My commission expires 5/04/04





"it's all about the house"

Job Proposal

Unique Enterprises

Stephen C. Ferguson, R.C.S. Phone: 847-675-5587
Consulting & General Contracting Email: Unique-Enterprises@excite.com

September 19, 2000

Submitted to: Donny Williams Job Description: Garage Rehabilitation
1914 Asbury
Evanston, IL 60201
847-424-1454 / 312-590-4818

Demolition

- Remove all layers of roofing, down to roof sheathing.
Remove gutter system.
Remove overhead door.
Remove rotted wood members.
Remove existing header at overhead door.
Remove debris from premises.

SAVE 41 90 mat - 60% labor = 101 90

Roofing

- Replace rotted sheathing.
Provide and install 15 lb. felt paper.
Provide and install 235 lb. fiberglass shingles.
Provide and install 2 roof vents.
Provide and install gutter and downspout, at North elevation.

31' @ 5" = 105

Siding and Aluminum Trim

- Provide and install double 4" vinyl siding on all 4 elevations.
Provide and install aluminum cap to all exposed wood trim, at fascia/soffit, doors and window.
Enclose windows at South and North elevations.
Install owner provided window at East elevation.

78 59 Extr.

Overhead Door

- Provide and install new double 2"x12" header system at 16' overhead door opening, to accept new 16'x7' overhead door.
Provide and install 16'x7' overhead door system #183 from Home Depot in stock doors.
Provide and install 1/2 hp automatic door opener (not to exceed \$199 purchase price)

Table with 2 columns: Description and Price. Total contract price: \$3,108.00. Payment to be made as follows: 1/3 upon signing, to defray material costs \$1,036.00; 1/3 upon completion of roofing \$1,036.00; 1/3 upon final completion \$1,036.00.

1114.59

UNOFFICIAL COPY (EXHIBIT A (pg 2))

Unique Enterprises

Proposal to: Donny Williams

9/19/00

pg 2 of 2

This proposal submitted on September 19, 2000 includes purchases and installation of all items outlined above, unless otherwise stipulated. . It does not include any applicable City of Evanston permits.

Accepted by Don Williams
(owner)

09 20 00
(date)

Accepted by Steve Hendus
(contractor)

9 20 00
(date)

- proposal will become void if not accepted within 30 days of submission -

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Property of Cook County Clerk's Office

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Exhibit B



"it's all about the house"

Unique Enterprises

P.O. Box 4871
Skokie, IL 60076

Phone: 847-675-5587
Email: Unique-Enterprises@excite.com

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October 26, 2000

Donny Williams
191 Asbury, Unit #2
Evanston IL 60201

Mr. Williams,

This is to serve as notice that I am prepared to issue you a final Waiver of Lien and copies of material receipts for garage work performed at your property. A **COPY** of the waiver and receipts are attached. This copy of waiver is for your review only, and does not relieve you of your responsibility for final payment.

There were no written change orders, as we discussed and I understood:

- There was extra rotted wood on your roof.
- There was no roof coverage at Home Depot that matched your house.
- You requested additional gutter work at South elevation.

Therefore, I am willing to accept these extra expenses in exchange for the deletion of header being removed and replaced above overhead door opening, due to lack of header space in the original garage construction.

All work at your property has been completed as of 10/25/00, and final payment is due. If final payment is not received by Friday 10/27/00 1:00 pm, I will have no alternative other than to exercise my right to file a Mechanic's Lien, on Monday 10/30/00. This will be done in order to protect my interest in your project.

Upon final payment, an original Waiver of Lien will be provided to you, in accordance with Chicago Title and Trust procedures.

Sincerely,

Stephen C. Ferguson, R.C.S.

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Exhibit C

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Danny Williams
1914 Astor Unit #2
Evanston, Illinois
60201

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Danny Williams B. Date of Delivery 10-27-00

C. Signature Danny Williams Agent Addressee

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

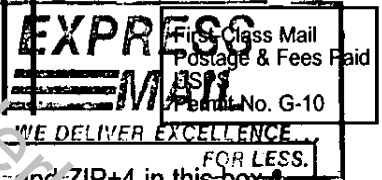
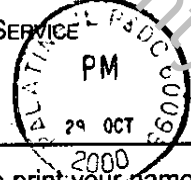
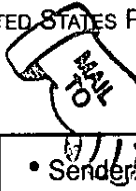
7000052000152084 0302

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

UNITED STATES POSTAL SERVICE



• Sender: Please print your name, address, and ZIP+4 in this box

Stephen C. Ferobson
9110 Forestview Rd
Evanston, Ill 60203

COOK COUNTY
RECORDER

EUGENE "GENE" MOORE
SKOKIE OFFICE