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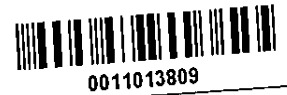
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Cook County Recorder

27.50

ORIGINAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS



The claimant, JOSE ROQUE, INC, an Illinois Corporation (Claimant), with an address at 3048 N. Clyborn Chicago, IL 60618, hereby files its original contractor's claim for mechanic's lien on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate (Owner):

1254 N. Greenview LLC

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

Claimant states as follows:

- 1. On or about March 21, 2000 and subsequently, Owner owned fee simple title to the real estate (including all land and improvements thereon) Real Estate in Cook County, Illinois commonly known as 1254 N. Greenview Chicago, Illinois, and legally described as follows:

Lot 3 in Dickson and Echol's Subdivision of Block 12 in Canal Trustee's Subdivision of the West Part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The permanent real estate tax number is

17-05-116-073

- 2. Claimant made a contract (Contract) dated March 23, 2001 with the Miller Group D/B/A Miller Construction Co., Inc (Miller) under which Claimant agreed to provide all necessary labor, material, and work to provide plumbing services on the Real Estate for the contract amount \$38,000. A copy of the contract is attached hereto as Exhibit A.
3. The Contract was entered into by Miller as Owner's agent, and the work was performed with the knowledge and consent of Owner. Alternatively, Owner authorized Miller to enter into the Contract. Alternatively, Owner knowingly permitted Miller to enter into the Contract for the improvement of the Real Estate.
4. As of the hereof, there is due, unpaid, owing to Claimant, after allowing all the credits, the principal sum of \$23,000, 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 \$23,000 plus interest.

Dated: October 30, 2001

JOSE ROQUE, INC.

By Jose T. Roque
President

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

Jose Roque
Jose Roque, Inc.
3048 N. Clyborn
Chicago, IL 60618

PIN: 17-05-116-073

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

VERIFICATION

Jose Roque, being first duly sworn on oath, states that he in the president of Claimant, JOSE ROQUE, INC., an Illinois Corporation, that he is authorized to sign this verification to the foregoing original contractor's claim for mechanic's lien, that he has read the original contract's claim for mechanic's lien, and the statements contained therein are true.

Jose T. Roque
Jose Roque

Subscribed and sworn to before me
this 29 day of Oct 2001

Deborah R. Moench
Notary Public



UNOFFICIAL COPY CONTRACTOR AGREEMENT

0011013809

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Form A155

J ROQUE PLUMBING

THIS AGREEMENT made the 21 day of MARCH, 2001 by and between JOSE ROQUE, hereinafter called the Contractor and MILLER GROUP, hereinafter called the Owner.

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at 1257 N. GREENVIEW

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before MARCH 21, 2001 and shall be substantially completed on or before MARCH 21, 2001. Time is of the essence. The following constitutes substantial commencement of work pursuant to this proposal and contract:
(Specify)

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of Thirty Eight thousand dollars Dollars (\$38,000) subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract.

If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of _____ days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

- All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
- The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
- To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractors and in all instances remain responsible for the proper completion of this Contract.
- Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
- All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the contract.
- Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
- Contractor shall at its own expense obtain all permits necessary for the work to be performed.
- Contractor agrees to remove all debris and leave the premises in broom clean condition.
- In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
- All disputes hereunder shall be resolved by binding arbitrator in accordance with rules of the American Arbitration Association.
- Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
- Contractor warrants all work for a period of _____ months following completion.

Article 6. Additional Terms

38000
Greenview \$15000 A.P
CK 1210
04/19/01

Name and Registration No. of any Salesperson who solicited or negotiated this contract:

Signed this 21 day of MARCH, 2001.

Signed in the presence of:

Balance \$23000

Witness _____

Witness _____

Name of Owner _____

Name of Contractor _____

By: _____
Signature

By: _____
Signature

5065 W. Newport
Street Address

Chicago, IL 60641
City/State/Zip

(773) 248-5859
Telephone No.

05314791928718-03

"Exhibit A"