

UNOFFICIAL COPY 001123329

7036/0001 19 005 Page 1 of 8  
2001-11-30 06:37:14  
Cook County Recorder 19.50

This instrument prepared by,  
and after recording return to:

Samuel G. Harrod IV  
Meltzer, Purtill & Stelle  
1515 E. Woodfield Road, Suite 250  
Schaumburg, IL 60173



COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS

ABOVE SPACE FOR RECORDER'S USE ONLY



SUBCONTRACTOR'S NOTICE AND CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS )

) ss: 1515 E. Woodfield, Schaumburg, Illinois 60173

COUNTY OF COOK )

The lien claimant, Turano International, Inc. d/b/a ItalDecor Imports, 1480 Landmeier, Elk Grove Village, Illinois 60007 (hereinafter referred to as "Claimant"), hereby files its Subcontractor's Notice and Claim for Mechanic's Lien on the Real Estate (as herein described) and against the following entities in the Real Estate:

Brookwood Homes  
1216 E. Brookwood Drive  
Arlington Heights, IL 60004  
("Contractor")

Key Mortgage Services, Inc.  
733 Lee Street  
Des Plaines, IL 60016  
("Mortgagee")

James Gianos  
Lois E. Gianos  
1729 Dewes  
Glenview, Illinois 60025

6833 W. Cleveland St.  
Niles, IL 60714  
("Owner")

and any person claiming an interest in the Real Estate (as described).

Claimant states as follows:

1. On or about June 24, 2001, and subsequently, Owner owned fee simple title to the real estate (including all land and improvements thereon) (the "Real Estate") in Cook County,

Handwritten initials

Illinois, commonly known as 1729 Dewes, Glenview, IL 60025, and legally described on the attached Exhibit 1.

2. On or about August 2, 1999, Contractor was the contractor for the previous owner for the improvement of the Real Estate.

3. Claimant made two subcontracts with Contractor on or about August 2, 1999, and August 6, 1999, under which Claimant agreed to provide all necessary labor, material and work to construct and install wood flooring, a granite kitchen countertop and backsplash, a fireplace, and tile for several rooms on the Real Estate for the original contract amounts of \$11,545.58 and \$4,480.00. Copies of the subcontracts are attached hereto as Group Exhibit 2.

4. Owner and Contractor also requested extra work, and Claimant made an oral contract with Contractor under which Claimant agreed to provide all necessary labor, material and work to construct and install a granite bar top and tile backsplash, to replace a granite top and for a fascia on the Real Estate for the original contract amount of \$3,685.00. A copy of an account statement for this job reflecting the charges for the extras is attached hereto as Exhibit 3. (Claimant's subcontracts with Contractor and the extras are referred to as the "Contract").

4. Claimant last performed on the Real Estate on August 30, 2001.

5. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$13,710.58 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) and on the monies or other consideration due or to become due from Owner against Contractor and Owner in the amount of \$13,710.58 plus interest and attorneys fees.

Dated: November 29, 2001

TURANO INTERNATIONAL, INC. d/b/a  
ITALDECOR IMPORTS

By: \_\_\_\_\_

Vito Guarino

Its: Vice President

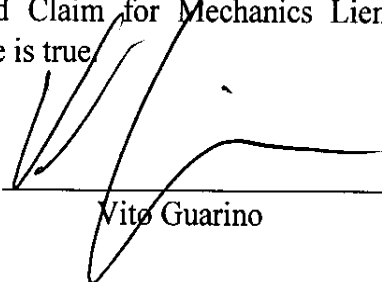
PIN: 04-35-307-056

# UNOFFICIAL COPY

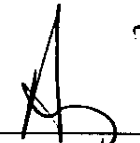
## VERIFICATION

STATE OF ILLINOIS        )  
   ) ss: 1515 E. Woodfield, Schaumburg, Illinois 60173  
 COUNTY OF COOK         )

Vito Guarino, being first duly sworn on oath, deposes and states that he is the Vice President of Claimant, Turano International, Inc. d/b/a ItalDecor Imports; that he is authorized to sign this Verification to the foregoing Subcontractor's Notice and Claim for Mechanics Lien; that he has read the Subcontractor's Notice and Claim for Mechanics Lien; that he has knowledge of the contents thereof; and that the same is true.

  
 \_\_\_\_\_  
 Vito Guarino

SUBSCRIBED AND SWORN to  
 before me this 29th day of November, 2001

  
 \_\_\_\_\_  
 Notary Public



PIN: 04-35-307-056

**UNOFFICIAL COPY**

ITALDECOR IMPORTS, INC.

001123329

1480 LANDMEIER RD\*ELK GROVE VILLAGE, IL 60007  
847.290.0601\*FAX 847.290.0031  
CERAMIC / MARBLE / GRANITE/ WOOD PROPOSAL

**INVOICE**  
**# 2040**

**DATE: 7-28-99**

**PROPOSAL SUBMITTED TO:**

**WORK TO BE PERFORMED AT:**

**BROOKWOOD HOMES  
1218 E.BROOKWOOD DR.  
ARLINGTON H. IL 60004  
847-398-8883**

**COX RESIDENCE  
1729 DEWES  
GLENVIEW**

**WE PROPOSE TO FURNISH ALL THE MATERIAL AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:**

<b>FABRICATION AND INSTALLATION OF KITCHEN COUNTER TOP WITH 1-1/4" BLACK GALAXY FULL BULLNOSE EDGE DETAIL AND DESK AREA.</b>	<b>\$ 4,900.00</b>
<b>INSTALLATION OF KITCHEN BACKSPLASH WITH TUFF ERICE 6X6 AND FASCIA AND TOZZETTO, SAME AS SKETCH.</b>	<b>\$ 1,020.00</b>
<b>INSTALLATION OF MASTER BATH : APOLLO ACQUA 10X13 WITH BORDER 6X13 AND INSERT 10X13 ON WALLS APOLLO ACQUA 13X13 ON FLOORS</b>	<b>\$ 2,925.58</b>
<b>INSTALLATION OF HALL BATH : MOUNTAINS BLUE 8X10 WITH FIRENZE LISTELLO AND INSERT ON WALLS APOLLO ACQUA 13X13 ON FLOORS</b>	<b>\$ 700.00</b>
<b>INSTALLATION OF FIRST LEVEL PW ROOM AND HALL WAY WITH 12X12 AVALON.</b>	<b>\$ 700.00</b>
<b>INSTALLATION OF FOYER AREA WITH PLUTONE CUOIO 12X12 AND ONE 12X12 INSERT</b>	<b>\$ 500.00</b>
<b>INSTALLATION OF FIREPLACE HART AND SURROUND WITH PLUTONE CUOIO 12X12 AND 6X12 PLUTONE TRIM</b>	<b>\$ 800.00</b>
<b>TOTAL</b>	<b>\$ 11,546.58</b>

UNOFFICIAL COPY 001123329

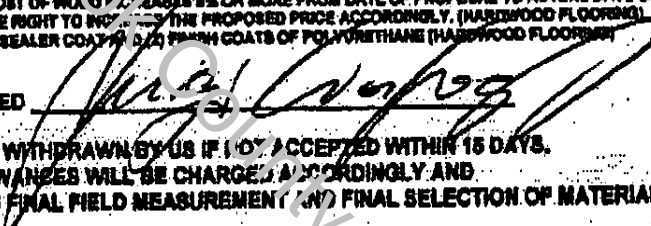
PROCEDURES:

- 1. FOR WOOD FLOOR (PLYWOOD FLOOR INSTALLATION) WIRE MESH, SAND & CEMENT MIX WITH LATEX FOR SUB-FLOOR BASE.
- 2. CERAMIC TILE INSTALLATION WILL BE WITH THINSET & LATEX
- 3. WALLS - CERAMIC TILE INSTALLATION DOUBLE DUTY MESH
- 4. GRANITE OR MARBLE INSTALLATION TO BE RETIRED WITH THINSET MIX

CONDITIONS OF SALES

- (1) REMOVAL OF PILING, FIXTURES, GAS APPLIANCES, EXISTING BASEMENT, OR CUTTING DOORS.
  - (2) OBSTACLES AND BREAKABLES WHICH HAVE NOT BEEN CLEARED FROM THE WORK AREA AT THE TIME OF INSTALLATION.
  - (3) CONDITIONS OF EXISTING HOLDING, DOORS, JAMS OR FIXTURES.
  - (4) ANY DAMAGE DUE TO STRUCTURE SETTLING OR MOVEMENT.
  - (5) CRACKED TILES DUE TO MOVEMENT IN THE FLOOR.
  - (6) NOT RESPONSIBLE FOR UNLEVELLED WALLS OR FLOORS.
  - (7) REMOVAL AND REPLACEMENT OF ANY FURNITURE, WINDOW TREATMENT, ETC.
  - (8) INSTALLATIONS ARE ALWAYS INSTALLED OVER WIRE MESH SYSTEM TREATMENTS, ETC.
  - (9) SOAP DISHES AND TOWEL BARS ARE NOT INCLUDED AND ARE ADDITIONAL CHARGE
  - (10) GRANITE, MARBLE, AND OTHER STONES ARE A PRODUCT OF NATURE. COLOR VARIATION IS TO BE EXPECTED AND ITALDECOR CAN NOT ASSUME ANY RESPONSIBILITY FOR THESE NATURAL OCCURRENCES. NO CLAIMS ARE ACCEPTED FOR THE DIFFERENCES IN COLOR, OR VARIING FROM SAMPLES IN THE BUYER'S POSSESSION. HOWEVER, IT IS SUGGESTED THAT THE BUYER CHECK STOCK AND INSPECT THE STONE PRIOR TO PICKUP OR FABRICATION. ANY DIMENSIONAL (SLAB) PURCHASES SHOULD BE EXAMINED BY THE BUYER AND APPROVED BEFORE FABRICATION AND AGAIN PRIOR TO PICK UP OR DELIVERY.
  - (11) CANCELLATION OF ANY ITEM ON AN ORDER TO ITALDECOR WILL BE ACCEPTED ONLY ON THE FOLLOWING BASIS: ANY CANCELLATION OF FABRICATED ITEMS MUST BE CONFIRMED BY THE BUYER IN WRITING TO ITALDECOR AND SUCH NOTICE MUST BE WITHIN 5 DAYS OF ANY VERBAL NOTICE. BUYER MUST GET WRITTEN CONFIRMATION OF CANCELLATION FROM ITALDECOR, OR BUYER WILL REMAIN LIABLE FOR TOTAL AMOUNT OF ORDER. BUYER IS RESPONSIBLE FOR TOTAL AMOUNT OF THE ORDER ONCE FABRICATION HAS BEGUN. NO CANCELLATION WILL BE ACCEPTED FOR VARIATIONS IN VENEER OR COLOR.
  - (12) NO FABRICATION WILL BE DONE WITHOUT BUYER APPROVAL OF MATERIAL OR VERBAL OR WRITTEN WAIVER OF INSPECTION. ALL MEASUREMENTS OR DIMENSIONS PROVIDED BY THE BUYER TO ITALDECOR ARE THE SOLE RESPONSIBILITY OF THE BUYER. ITALDECOR CANNOT BE HELD RESPONSIBLE FOR INACCURATE OR MISCALCULATED SIZES WHEN THOSE MEASUREMENTS ARE SUPPLIED BY THE BUYER. ANY COSTS TO CORRECT PROBLEMS ARISING FROM BUYER SUPPLIED MEASUREMENTS WILL BE PAID BY THE BUYER. ITALDECOR WILL MAKE FIELD MEASUREMENTS FOR THE BUYER'S APPROVAL AT NO CHARGE. THESE MEASUREMENTS WILL BE GUARANTEED BY ITALDECOR, AND ANY MODIFICATIONS NEEDED WILL BE THE RESPONSIBILITY OF ITALDECOR. ITALDECOR MUST BE NOTIFIED IN WRITING IF BUYER SAYS "CHANGES AFTER FIELD MEASUREMENTS". SUCH NOTIFICATIONS MUST BE MADE BEFORE ITALDECOR FABRICATION OF APPROVED TILES. IF ITALDECOR IS NOT NOTIFIED, THE BUYER IS RESPONSIBLE FOR THE COSTS TO REMAKE, REPLACE, OR ADD MATERIAL FOR THE NEW CONDITIONS.
  - (13) PAINTING OR ANY TOUCH UP OF TRIM, DOOR, ETC.
  - (14) DUE TO NATURAL MOISTURE RETENTION OF WOOD, FLOOR INSTALLATION SHOULD BE COMPLETED (BANDING & SEALING) WITHIN 30 DAYS OF INSTALLATION. OWNER IS RESPONSIBLE FOR PROVIDING PROPER HUMIDITY CONTROL DURING WINTER CLIMATE MONTHS. ITALDECOR WILL NOT BE RESPONSIBLE FOR WOOD OPERATION OR WARPING DUE TO MOISTURE LOSS OR DELAY OF COMPLETION.
- (HARDWOOD FLOORING)
- (15) DUE TO FLUCTUATING WOOD COSTS, IF COST OF WOOD INCREASES 5% OR MORE FROM DATE OF PROPOSAL TO ACTUAL DATE OF INSTALLATION, ITALDECOR RESERVES THE RIGHT TO INCREASE THE PROPOSED PRICE ACCORDINGLY. (HARDWOOD FLOORING)
  - (16) ALL INSTALLATION INCLUDE (1) NATURAL SEALER COAT AND (2) FINISH COATS OF POLYURETHANE (HARDWOOD FLOORING)

RESPECTFULLY SUBMITTED



NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 15 DAYS.  
 NOTE: ANY DEVIATION FROM ALLOWANCES WILL BE CHARGED ACCORDINGLY AND PRICES SUBJECT TO CHANGE UPON FINAL FIELD MEASUREMENT AND FINAL SELECTION OF MATERIAL.

WE PROPOSE TO FURNISH MATERIAL AND LABOR FOR THE SUM \_\_\_\_\_ DOLLARS  
 WITH PAYMENT AS FOLLOWS:

- 50% DEPOSIT UPON APPROVAL OF CONTRACT.
- 50% UPON COMPLETION OF WORK.

ALL ACCOUNTS WITH MOINES 30 DAYS OR MORE PAST DUE WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2 % ON THE TOTAL PAST DUE AMOUNTS. THIS IS AN EFFECTIVE ANNUAL INTEREST RATE OF 18% IN THE EVENT THAT YOU FAIL TO MAKE PAYMENTS AS REQUIRED, YOU AGREE TO PAY ALL ATTORNEY'S FEES AND COSTS OF COLLECTION.

ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. WOOD PROPOSAL: I HAVE RECEIVED, READ, AND AGREED TO THE NATIONAL OAK FLOOR MANUFACTURERS GUIDELINES.

ACCEPTED BY: [Signature] DATE: 8/2/99

SIGNATURE [Signature]

DEPOSIT / CHECK # : \_\_\_\_\_

UNOFFICIAL COPY

0011123329

**ITALDECOR IMPORTS, INC.**

1480 LANDMEIER RD \*ELK GROVE VILLAGE, IL 60007

847.290.0031 \*FAX 847.290.0031

CERAMIC / MARBLE / GRANITE / WOOD PROPOSAL

DATE: 8-6-1999

PROPOSAL SUBMITTED TO:  
JOHN COX  
1729 DEWES  
GLENVIEW, IL  
PHONE: 847-274-8814

WORK TO BE PERFORMED AT:  
  
SAME

WE PROPOSE TO FURNISH ALL THE MATERIAL AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

INSTALLATION AND FINISHING OF SELECT & BETTER RED OAK 2 1/2" X 3 1/2" ON THE ENTIRE FIRST FLOOR WITH AN ALLOWANCE UP TO 800 SF.

\$ 9,480.00

TOTAL PRICE: \$6,000.00

Deposit  
Made 8-6-99  
Check # 1116

REMAINING BALANCE: \$ 1,480.00 8-10-99

PROPERTY of Cook County Clerk's Office

UNOFFICIAL COPY

0011123329

PROCEEDINGS

- 1. FOR WOOD FLOOR (LYNWOOD FLOOR INSTALLATION) WITH BOND & GRANT 1/2" WITH LAMINATED SUB-FLOORING.
- 2. CHECKS THE INSTALLATION WILL BE WITH THINER 6 LAMIN
- 3. WALLS - CHECKS THE INSTALLATION BOND & GRANT
- 4. CHECKS OR MAKE INSTALLATION TO BE INSTALLED WITH THINER 6 LAMIN

CONDITIONS OF SALES

- (1) REMOVAL OF PLUMBING FIXTURES, GAS APPLIANCES, EXISTING PARTIAL OR CUTTING DOORS, OBSTACLES AND BARRIERS WHICH HAVE NOT BEEN CLEARED FROM THE WORK AREA AT THE TIME OF INSTALLATION.
- (2) CONDITIONS OF EXISTING EXCLUSIONS, DOORS, JAMS OR FIXTURES.
- (3) ANY DAMAGE DUE TO STRUCTURE SETTLING OR MOVEMENT.
- (4) CRACKED TILES DUE TO MOVEMENT IN THE FLOOR.
- (5) NOT RESPONSIBLE FOR UNLEVELLED WALLS OR FLOORS.
- (6) REMOVAL AND REPLACEMENT OF ANY FURNITURE, WINDOW TREATMENT, ETC.
- (7) INSTALLATIONS ARE ALWAYS INSTALLED OVER WIRE BESH SYSTEM TREATMENTS, ETC.
- (8) SOAP DRIVES AND TONES BASH ARE NOT INCLUDED AND ARE ADDITIONAL CHARGE.
- (9) GRANITE, MARBLE, AND OTHER STONES ARE A PRODUCT OF NATURE. COLOR VARIATION IS TO BE EXPECTED AND ITALDECOR CAN NOT ASSUME ANY RESPONSIBILITY FOR THESE NATURAL OCCURRENCES. NO CLAIMS ARE ACCEPTED FOR THE DIFFERENCES IN COLOR OR VARIATIONS FROM SAMPLES IN THE BUYER'S POSSESSION. HOWEVER, IT IS SUGGESTED THAT THE BUYER CHECK STOCK AND INSPECT THE STONE PRIOR TO PICKUP OR FABRICATION. ANY DIMENSIONAL (SLAB) VARIATIONS SHOULD BE MARKED BY THE BUYER AND APPROVED BEFORE FABRICATION AND AGAIN PRIOR TO PICKUP OR DELIVERY.
- (10) CANCELLATION OF ANY ITEM ON AN ORDER TO ITALDECOR WILL BE ACCEPTED ONLY ON THE FOLLOWING BASIS: ANY CANCELLATION OF FABRICATION ITEMS MUST BE CONFIRMED BY THE BUYER IN WRITING TO ITALDECOR AND SUCH NOTICE MUST BE WITHIN 5 DAYS OF ANY VOUCHER. BUYER MUST GET WRITTEN CONFIRMATION OF CANCELLATION FROM ITALDECOR. OR BUYER WILL REMAIN LIABLE FOR TOTAL AMOUNT OF ORDER. BUYER IS RESPONSIBLE FOR TOTAL AMOUNT OF THE ORDER ONCE FABRICATION HAS BEGUN. NO CANCELLATION OF FABRICATION WILL BE DONE WITHOUT BUYER'S APPROVAL AT NO CHARGE. THESE MEASUREMENTS WILL BE NOTIFIED IN WRITING BY BUYER. ANY CHANGES AFTER FIELD MEASUREMENTS. SUCH NOTIFICATIONS MUST BE MADE BEFORE ITALDECOR FABRICATION OF ANY ITEM. IF ITALDECOR IS NOT NOTIFIED, THE BUYER IS RESPONSIBLE FOR THE COSTS TO REPAIR, RE-AGE, OR ADD MATERIAL FOR THE NEW CONDITIONS.
- (11) PAINTING OR ANY TOUCH UP OF THIS JOB IS NOT.
- (12) RUN TO NATURAL MOISTURE RETENTION. FLOOR INSTALLATION SHOULD BE COMPLETED (SANDING & SEALING) WITHIN 30 DAYS OF INSTALLATION. OWNER IS RESPONSIBLE FOR PROVIDING PROPER HUMIDITY CONTROL. DURING WINTER CLIMATE MONTHS. ITALDECOR WILL NOT BE RESPONSIBLE FOR WOOD VARIATION OR WARPING DUE TO MOISTURE LOSS OR DELAY OF COMPLETION.
- (13) HARDWOOD FLOORING
- (14) DUE TO FLUCTUATING WOOD COSTS, IF COST OF WOOD INCREASES 5% OR MORE FROM DATE OF PROPOSAL TO ACTUAL DATE OF INSTALLATION, ITALDECOR RESERVES THE RIGHT TO ADD BASE THE PROPOSED PRICE ACCORDINGLY. (HARDWOOD FLOORING)
- (15) ALL INSTALLATION INCLUDE (1) NATURAL SEALER COAT & (2) FINISH COATS OF POLYURETHANE HARDWOOD FLOORING.

RESPECTFULLY SUBMITTED

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 15 DAYS.  
NOTE: ANY DEVIATION FROM ALLOWANCES WILL BE CHARGED ACCORDINGLY AND PRICES SUBJECT TO CHANGE UPON FINAL FIELD MEASUREMENTS AND FINAL SELECTION OF MATERIAL.

WE PROPOSE TO FURNISH MATERIAL AND LABOR FOR THE SUM OF \$6,000.00 DOLLARS

WITH PAYMENT AS FOLLOWS:  
 50% DEPOSIT UPON APPROVAL OF CONTRACT,  
 50% UPON COMPLETION OF WORK.

ALL ACCOUNTS WITH MONIES 30 DAYS OR MORE PAST DUE WILL BE ASSESSED A SERVICE CHARGE OF 1 1/2% ON THE TOTAL PAST DUE AMOUNTS. THIS IS AN EFFECTIVE ANNUAL INTEREST RATE OF 18% IN THE EVENT THAT YOU FAIL TO MAKE PAYMENTS AS REQUIRED, YOU AGREE TO PAY ALL ATTORNEY'S FEES AND COSTS OF COLLECTION.

ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL INCURE AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. WOOD PROPOSAL: I HAVE RECEIVED, READ, AND AGREED TO THE NATIONAL OAK FLOOR MANUFACTURERS GUIDELINES.

ACCEPTED BY: [Signature] DATE: 8/6/99

SIGNATURE [Signature]

DEPOSIT / CHECK # : \_\_\_\_\_

**UNOFFICIAL COPY**

0011123329

ITALDECOR STATEMENT FOR BROOKWOOD HOMES  
JOHN COX RESIDENCE

ORIGINAL PROPOSAL	EXTRAS	DEPOSIT	BALANCE
WOOD FLOOR	VENT	\$3,000.00	\$ 1,225.00
PRICE: \$4,480.00	PRICE: \$125.00		
GRANITE & BACKSPLASH	GRANITE BAR TOP	\$3,000.00	\$ 8,225.00
PRICE: \$5,820.00	PRICE: \$1,800.00		
	TILE BACKSPLASH		
	PRICE: \$235.00		
	REPLACEMENT OF GRANITE TOP		
	PRICE: \$1,300.00		
FIREPLACE	17 PCS FASCIA		
PRICE: \$800.00	PRICE: \$225.00		\$ 1,025.00
TILE JOB			
MASTER BATHROOM			\$ 2,925.58
HALL BATH			\$ 700.00
PW HALLWAY			\$ 700.00
FOYER			\$ 500.00
TOTALS \$ 16,025.58	\$3,025.00	\$ 6,000.00	\$ 13,710.58

Property of Cook County Clerk's Office