

STATE OF ILLINOIS )  
 )SS.  
COUNTY OF COOK )



**GENERAL CONTRACTOR'S VERIFIED  
NOTICE AND CLAIM FOR MECHANICS LIEN**

TO:

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED,**  
**RESTRICTED DELIVERY TO ADDRESSEE ONLY**

**PARKWAY BANK & TRUST COMPANY  
AS TRUSTEE FOR TRUST # 12117**  
Attention: General Counsel  
Parkway Bank & Trust Company  
4800 N. Harlem Ave.  
Harwood Heights, Illinois 60656

**THE NINTH CORPORATION**  
Attention: Jerry Karp  
The Ninth Corporation  
40 East 9<sup>th</sup> Street  
Chicago, Illinois 60605

THE CLAIMANT, Bradburne, Briller & Johnson, LLC, (hereinafter referred to as the "General Contractor"), with an address of 208 South LaSalle Street, Suite 1440, Chicago, Illinois, hereby files and claims a Mechanic's Lien against the Real Estate (hereinafter described) and against the interest of the following Owner:

Parkway Bank & Trust Company, as Trustee ("Owner") Under Trust Agreement executed on or about November 25, 1998, and known as Trust No. 12117 (the "Trust") and the beneficiary or beneficiaries of the Trust; and/or any person claiming interest in the Real Estate (as hereinafter described) by, through, or under the Owner.

1. On or about October 28, 1998 and November 25, 1998, Owner owned fee simple title to the Real Estate (hereinafter described) including all land, structures and improvements

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thereon, in the County of Cook, Illinois, commonly known as 1528, 1530, 1532, 1534 and 1536 South Wabash Street, Chicago, Illinois 60605 (the "Real Estate");

P.I.N. #s	17-22-106-049
	17-22-106-050
	17-22-106-051
	17-22-106-052
	17-22-106-053

Legal Descriptions: See Attached.

3. On or about January 20, 1998, the General Contractor entered into a written contract ("Contract 1"), with The Ninth Corporation ("TNC"), to provide all necessary labor, materials, and services for environmental consulting services upon said Real Estate and the structure situated thereon.

4. Contract 1 was entered into by TNC as the Owner's agent and was performed with the knowledge and consent of the Owner. Alternatively, the Owner authorized TNC to enter into Contract 1. Alternatively, the Owner knowingly permitted TNC to enter into Contract 1.

5. The amount to become due and owing the General Contractor, pursuant to the terms of Contract 1 was to be calculated pursuant to hourly rates for professional services, labor rendered and cost of materials. The total amount due and owing under Contract 1 was \$23,558.58.

6. On or about March 19, 1999, the General Contractor entered into a supplemental contract ("Contract 2"), with TNC, to provide additional consulting services upon the entire said Real Estate and the necessary labor, materials, and services for the removal of underground

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storage tanks upon a portion of the Real Estate, specifically Lot 2, PIN No. 17-22-106-050 (see attached legal description)

7. Contract 2 was entered into by TNC as the Owner's agent and was performed with the knowledge and consent of the Owner. Alternatively, the Owner authorized TNC to enter into Contract 2. Alternatively, the Owner knowingly permitted TNC to enter into Contract 2.

8. The amount to become due and owing the General Contractor, pursuant to the terms of Contract 2 was to be calculated pursuant to hourly rates for professional services, labor rendered and cost of materials. The total amount due and owing under Contract 2 was \$60,592.89

9. Late fees, change orders, extras, additions and amendments to Contract 1 and Contract 2 totaled an additional two thousand, four hundred eighty-one dollars and twenty-six cents (\$2,481.26).

10. The total amount of Contract 1 and Contract 2, with change orders, extras, additions, late fees and amendments thereto is eighty-six thousand, six hundred thirty-two dollars and seventy-three cents (\$86,632.73)

11. January 14, 2000, was the last day the General Contractor performed work pursuant to Contract 1 and Contract 2, on said Real Estate.

12. The General Contractor completed its work under Contract 1 and Contract 2 and there remains a balance unpaid and owing to the General Contractor, after allowing all credits and payments, the sum of **fifty thousand, seven hundred thirty-two dollars and seventy-three cents (\$50,732.73)**, for which, with interest at 10% per annum, the General Contractor claims a Mechanics Lien and hereby notifies the Owner of its claim for a lien on said Real Estate,

structures thereon, improvements and on the monies or other consideration due or to become due from the Owner to others claiming an interest in said Real Estate.


13. To the extent allocation among the lots included in the Real Estate is required, the General Contractor states that the amount claimed as to each lot is as follows:

Lot 1 PIN No. 17-22-106-049	\$ 3,551.29
Lot 2 PIN No. 17-22-106-050	\$36,527.57
Lot 3 PIN No. 17-22-106-051	\$ 3,551.29
Lot 4 PIN No. 17-22-106-052	\$ 3,551.29
Lot 5 PIN No. 17-22-106-053	\$ 3,551.29

13. This notice and claim is being served upon the above named addressees within 120 days of the General Contractor's last furnishing of labor or materials to the Real Estate via certified mail, return receipt requested and restricted delivery to addressee only.

Dated: February 22, 2000

BRANDBURNE, BRILLER & JOHNSON, LLC

By:   
one of its attorney

This Notice was prepared by, and after recording should be mailed to:

Nishay K. Sanan, Esq.  
120 South State Street  
4<sup>th</sup> Floor  
Chicago, Illinois 60603  
312-915-0068

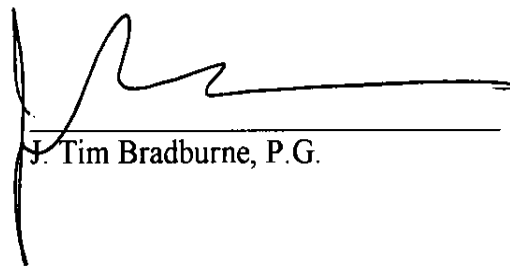
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## VERIFICATION

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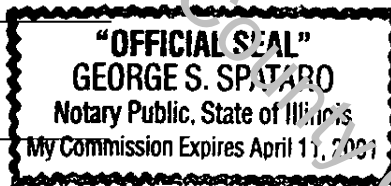
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK        )

I, J. Tim Bradburne, P.G., being first duly sworn on oath states that he is a principal of the General Contractor, that he is authorized to sign this Verification to the foregoing General Contractor's Notice and Claim for Mechanic's Lien, that he has read the General Contractor's Notice and Claim for Mechanic's Lien and that the statements contained therein are true.

  
\_\_\_\_\_  
J. Tim Bradburne, P.G.

Subscribed and sworn to me  
this 2/21 day of February 2000  
Notary Public  
My commission expires \_\_\_\_\_

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





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## CHICAGO TITLE INSURANCE COMPANY

400 S. JEFFERSON, CHICAGO, IL 60607

### TRACT INDEX SEARCH

Order No.: 1401 S9531700 SP

Additional Tax Numbers:

#### Legal Description:

LOT 1, LOT 4 (EXCEPT THE SOUTH 10 FEET OF THE WEST 4 FEET OF THAT PART OF SAID LOT 4 LYING EAST OF THE ALLEY IN USE, AS CONVEYED TO SOUTH SIDE ELEVATED RAILROAD COMPANY BY WARRANTY DEED RECORDED OCTOBER 3, 1904 IN BOOK 8553, PAGE 637, AS DOCUMENT NO. 3600694) AND ALL OF LOTS 2 AND 3 IN BLOCK 26 IN ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED OCTOBER 17, 1942 AS DOCUMENT NO. 12974853).

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