



UNOFFICIAL COPY

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4121/0090 54 001 Page 1 of 7
2002-05-30 12:32:08
Cook County Recorder 18.50

Prepared by, recording requested by and return to:

Name: David A. Giza, Attorney
Company: CorpLaw Associates
Address: 558 Green Bay Road, Suite 2
City: Kenilworth
State: IL Zip: 60043
Phone: 1-847-251-9705
Fax: 1-773-695-3405



-----Above this Line for Official Use Only-----

GENERAL CONTRACTOR'S MECHANIC'S LIEN --
NOTICE AND CLAIM

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

The undersigned Claimant, North Shore Sign, Inc., of 1925 Industrial Drive, Libertyville, IL 60048, County of Lake (the "Claimant"), hereby claims a mechanic's lien pursuant to the Mechanics Lien Act of the State of Illinois against Ronald P. Fohrman, as Trustee of the Ronald P. Fohrman Declaration of Trust dated April 29, 1986 and Bank One, NA as Trustee, through succession by merger to The First National Bank of Chicago as successor by merger to Lake Shore National Bank, to the premises legally described in the Trust Deed dated February 5, 1987 and recorded as Document #87112067 on February 27, 1987 in the Office of the Recorder of Deeds for Cook County, Illinois (the "Owner(s)"), and states as follows:

- 1. Owner(s) now hold title to that certain real property in the County of Cook, State of Illinois (the "Property"), to wit: (See Attached Exhibit A - Legal Description).

The Property is commonly known 2215-35 N. Cicero Avenue, Chicago, IL 60639, County of Cook, Permanent Property Index Numbers. 13-34-107-009-0000 to 13-34-107-017-0000, all in volume 39.

- 2. On or about July 23, 2001 Daewoo Motor America, Inc. ("DMA") submitted a firm written offer to Claimant for the fabrication of several signs stating it would pay the sum of sixteen thousand, three hundred and ninety-four U.S. dollars (\$16,392.00) to Claimant upon completion of the Work. (See attached Exhibit B).
- 3. In its firm written offer to Claimant, DMA also guaranteed the cost of installation without any deposit from the Daewoo auto dealer operating on the Property.
- 4. On or about August 2, 2001, Claimant accepted the firm written offer from DMA thereby creating a valid, binding and enforceable Contract. Claimant immediately fabricated the signs described in Claimant's Invoice dated March 11, 2002 (See

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attached Exhibit C)

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5. On or about July 31, 2001, Claimant entered into a separate written contract with the auto dealer, Daewoo of Windy City for the removal of old signs and installation of new signs located on the Property. (See attached Exhibit D).
6. All of the labor and materials furnished and supplied, delivered and installed by Claimant were furnished and used in connection with the improvement of the Property, and the last of such labor and materials was furnished, delivered and performed, and all work completed under the Contract, on or about April 7, 2002. (See attached Exhibit E).
7. There is now justly due and owing the Claimant after allowing to the Owner(s) all credits, deductions and offsets, the sum of \$16,392.00 plus interest at the rate specified in the Illinois Mechanics Lien Act.
8. Claimant now claims a lien on the above-described Property, and on all of the improvements thereon, against the Owner(s) and all persons interested therein for \$16,392.00 plus interest at the rate specified in the Illinois Mechanics Lien Act, as well as court costs and attorney fees.

**NORTH SHORE SIGN, INC.**

BY: \_\_\_\_\_

*Duane Laska*  
Claimant

STATE OF ILLINOIS )

) SS.

COUNTY OF LAKE )

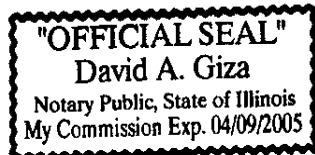
### CERTIFICATION

The Affiant, Duane Laska, being first duly sworn, on oath deposes and says he is one of the principals of North Shore Sign, Inc. ("Claimant"); that the Affiant has read the foregoing Notice and Claim for Lien and knows the contents thereof; and that statements therein contained are true to the best of Affiant's knowledge.

BY: \_\_\_\_\_

*Duane Laska*  
Claimant

Subscribed and Sworn to Before me this 28<sup>th</sup> day of May, 2002.



[SEAL]

*David A. Giza*  
Notary Public

RL 0007

TRUST DEED  
Trustee Form

87112067

20603701

Ronald P. Fohman, as Trustee of the Ronald P. Fohman Declaration of Trust dated April 29, 1986

the payment of the indebtedness hereinafter described hereby CONVEYS AND WARRANTS to THE LAKE SHORE NATIONAL BANK, a National Banking Association (hereinafter called the "Trustee") certain real estate located at 2215 - 35 North Cicero Ave., Chicago, Illinois

and bearing the following description:

\*\*Lots 175 to 183 in Edgington Park being a subdivision of the North West 1/4 of the North West 1/4 of Section 34, Township 40 North, Range 13, (Except the Railroad Right of Way) in Cook County, Illinois.\*\*

Permanent Tax Index Nos. 13-34-107-009-0000, 13-34-107-010-0000, 13-34-107-011-0000, 13-34-107-012-0000, 13-34-107-013-0000, 13-34-107-014-0000, 13-34-107-015-0000, 13-34-107-016-0000, 13-34-107-017-0000, all in Volume 39

13.00

70-95-9800-012110

Address: 2215-35 N. Cicero Ave Chicago, IL

COOK COUNTY

1987 FEB 27 PM 2:57

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(which together with the property immediately hereinafter described, is referred to as the "mortgaged property").

TOGETHER WITH all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging, and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation: and together with any other fixtures, equipment, machinery or other property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment of the above described property; and together with all rents, issues and profits of the real estate whether physically attached thereto or not, shall for the purposes of this Trust Deed be deemed to be a part of the real estate, and shall be subject to the mortgage created by this Trust Deed. It is agreed that all buildings, improvements, equipment, fixtures and any other property of any kind described above hereafter placed on the real estate described above shall be deemed to be a part of the mortgaged property and shall be fully subject to the mortgage created by this Trust Deed.

IF OWNED BY MORTGAGOR

TO HAVE AND TO HOLD the mortgaged property unto the Trustee, its successors and assigns forever, for the purposes, and upon the uses and trusts set forth in this Trust Deed.

THIS TRUST DEED HAS BEEN GIVEN TO SECURE:

(a) The payment of a certain note (hereinafter called the "Note"), executed by Ronald P. Fohman, as Trustee of the Ronald P. Fohman Declaration of Trust dated April 29, 1986 and Ronald P. Fohman, personally February 5, 1987, and made payable to the order of the LAKE SHORE NATIONAL BANK in the principal sum of Two Hundred Sixty Thousand and no/100 (\$260,000.00) Dollars, which principal sum together with interest is payable as provided in the Note; and

(b) The payment of the amount of all expenses which may be incurred and payments which may be made by the Trustee or the Holder for purposes authorized by any provision of this Trust Deed including all amounts paid and expenses incurred by the Holder or Trustee for the purposes specified in paragraphs 5, 6 or 9 of this Trust Deed.

DEFINITIONS: (a) The term "Holder" refers to the person who shall be the legal holder of the Note at the time of which the term shall be applied. For any period during which two or more persons shall be the legal holders of the Note, the term "Holder" shall be read "holders" and all singular word forms used in connection with the term "Holder" shall be deemed to be plural word forms where context and construction so require. (b) The term "Default Interest Rate" means a simple interest rate of 10% per annum. (c) The Note, this Trust Deed, and any other writing (whether heretofore made or hereafter executed) which by its terms cures or contains agreements with respect to all or any part of the indebtedness evidenced by the Note are each sometimes hereinafter referred to as a "Mortgage Instrument". (d) The term "Beneficiary" means each person who at the time as of which the term shall be applied shall have any interest of any kind in the Trust (whether as beneficiary, collateral assignee or otherwise) or shall have any right (whether joint or several) to exercise the power of direction with respect to the Trust. Each person who was a beneficiary of the Trust (whether joint or several) to exercise the power of direction with respect to the Trust on the date of this Trust Deed is herein-after referred to as an "Initial Beneficiary". (e) The term "impositions" means all general real estate taxes, special assessments, water and sewer charges and all other taxes and charges against the mortgaged property or against the Holder's or Trustee's interest under this Trust Deed, under the Note, or under any other Mortgage Instrument, ordinary as well as extraordinary, unforeseen as well as foreseen, of every kind and nature whatsoever, including but not limited to assessments for local improvements and betterments. (f) The term "Obligor" means any person other than Mortgagor who shall be a maker of the Note, who shall have guaranteed payment or collateral of all or any part of any amount at any time owing on the Note or secured by this Trust Deed, or who shall or may be otherwise personally liable (whether absolutely or contingently) in any capacity for payment of all or any part of any amount at any time owing under the Note or secured by this Trust Deed.

MORTGAGOR REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

1. Although Mortgagor shall not be personally obligated to do any of the things specified in this paragraph, a default shall be deemed to have occurred under this Trust Deed if Mortgagor shall fail to do any of the following: (a) to keep the mortgaged property in good condition and repair, or (b) to keep the mortgaged property free of any mortgage, mechanic's lien, or other lien or encumbrance or claim of mortgage, lien or encumbrance except for mortgages, liens, and encumbrances clearly subordinate to the mortgage created by this Trust Deed or which shall have been in each case expressly permitted by the Trustee or the Holder in writing; or (c) to appear in any proceeding which in the opinion of the Trustee or the Holder may affect the mortgage created by this Trust Deed and at the expense of persons other than the Trustee and the Holder, to take all steps necessary to protect, maintain or defend the primary, enforceability and validity of the mortgage created by this Trust Deed or the Trustee may require to protect, defend, or the Holder to do, make, execute and deliver any acts, things, assurances and writings which the Holder or the Trustee may require to protect, defend, or make more secure the mortgage interest created by this Trust Deed; or (d) to pay when due any indebtedness or obligation which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the mortgaged property equal to senior in priority to the mortgage created by this Trust Deed, and upon request to exhibit satisfactory evidence of the payment of any such equal or senior mortgage, lien, other encumbrance or charge to the Trustee or the Holder; or (e) to complete within a reasonable time any buildings or other improvements now or at any time in the process of erection upon the mortgaged property; or (f) immediately after destruction or damage to all or any part of the mortgaged property to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the mortgaged property, unless such destruction or damage is covered by insurance and the Holder elects to apply the proceeds of such insurance to the indebtedness secured by this Trust Deed in accordance with the provisions of paragraph 2; or (g) to pay all general real estate taxes and special assessments against the mortgaged property and all other impositions when due and before any charge for nonpayment attaches or accrues, to pay all impositions which shall have become payable at any time prior to the date of this Trust Deed immediately upon demand from the Trustee or Holder, or to deliver to the Trustee or to the Holder upon request duplicate receipts evidencing the payment of any impositions specified in any such request.

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EXHIBIT B

20609701



Daewoo Motor America, Inc. - 1055 W. Victoria Street, Compton, CA 90220  
Tel: 310-884-3330 - Fax: 310-669-2023

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July 23, 2001

VIA FACSIMILE - 847/86-7145

To: Vin Laska-North Shore Sign

Cc: Mr. Steven Bahary  
Mike Yang

From: Stephanie Min

RE: Sign Order for Daewoo of Windy City #2556

Please fabricate following signs for above dealer

- (1) DP2k-30x Pole Sign
- (1) DCL-36 Channel Letters
- (1) DW2k-36 Single Face Wall Sign
- (1) 2' x 9' Service Sign
- (1) "of Windy City" Channel Letters

DMA will pay for above sign order. Please provide us with a proposal ASAP. Also, please deduct the cost to fabricate "of Windy City" on the dealer's proposal and provide them with revised proposal.

Also, DMA will guarantee the cost of installation so please go ahead and install without any deposit from the dealer. DMA and the dealer had agreed that the dealer would pay 100% for installation cost after complete installation.

Please call me if you have further questions.

Thank you,

Stephanie Min

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EXHIBIT C

20609701



# NORTH SHORE SIGN

## I N V O I C E

INVOICE #: 005.41099-0  
DATE: 03/11/02

CUSTOMER CODE	JOB NUMBER	DATE ORDERED	DATE COMP	SALESMAN	TERMS
DAEWMOT	41099	08/02/01		HOUSE ACCOUNT	NET UPON RECEIPT

\*\*\* SOLD TO \*\*\*  
 DAEWOOD MOTOR AMERICA  
 1055 WEST VICTORIA ST.  
 COMPTON, CA 90220  
 ATTN: JOE BADILLO

\*\*\* JOB LOCATION \*\*\*  
 DAEWOOD OF WINDY CITY  
 2223 N. CICERO  
 CHICAGO, IL  
 773 889 0000

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	DP2K-30 POLE SIGN	5,708.00	5,708.00
1	SET OF 30" HIGH DAEWOOD LETTERS & LOGO	5,960.00	5,960.00
1	CRATING FOR LETTERS	340.00	340.00
1	3' X 19' DWIK-36	3,249.00	3,249.00
1	SERVICE SIGN	1,135.00	1,135.00
(NOTE: * INDICATES TAXABLE ITEMS) SUB TOTAL			16,392.00
PLEASE PAY THIS AMOUNT			16,392.00



**NORTH SHORE SIGN**

1925 INDUSTRIAL DRIVE, LIBERTYVILLE, ILLINOIS 60048  
(847) 816-7020 FAX (847) 816-7145

**CONTRACT**

North Shore Sign Co. Inc., hereinafter referred to as Company, agrees to furnish for the below named customer, hereinafter referred to as Purchaser, the items or product described, subject to the terms and conditions set forth herein.

PURCHASER <b>DAEWOO OF WINDY CITY</b>	DATE <b>7/31/01</b>	PHONE <b>773-889-0000</b>
STREET ADDRESS <b>2223 N. CICERO</b>	JOB NAME <b>DAEWOO OF WINDY CITY</b>	
CITY, STATE, ZIP CODE <b>CHICAGO, IL 60639</b>	JOB ADDRESS <b>2223 N. CICERO AVENUE</b>	
ATTN: <b>STEVEN BAHARI</b>	CITY, STATE, ZIP CODE <b>CHICAGO, IL 60639</b>	

WE HEREBY PROPOSE

REMOVE EXISTING Pylon SIGN BOX, LEAVING STRUCTURAL PIPE INTACT, LEAVE METAL ON SITE FOR DISPOSAL BY OTHERS.

INSTALL ONE(1) 11' WIDE X 7' HIGH SIGNBOX ON PIPE FROM OLD SIGN, TO A HEIGHT OF 24' ABOVE GRADE.

ONE WEST(FRONT) ELEVATION, INSTALL SIGN TO READ "(DAEWOO LOGO) DAEWOO OF WINDY CITY".

ON NORTH ELEVATION, INSTALL ONE 19' X 2' SIGNBOX THAT READS "(DAEWOO LOGO) DAEWOO"

ON NORTH ELEVATION, INSTALL ONE(1) 9' WIDE X 2'6" HIGH SIGN BOX THAT READS "SERVICE" AND ARROW GRAPHIC.

COST: \$7,480.00

HOOK UP TO CIRCUITS AT SIGN LOCATIONS AT TIME OF INSTALLATION, PROVIDED BY CUSTOMER ELECTRICIAN.

ANY APPLICABLE STATE TAX ON MATERIALS WOULD BE EXTRA.

CONTRACT PRICE \$ 7,480.00

SEVEN THOUSAND FOUR HUNDRED EIGHTY AND 00/100 DOLLARS.

TERMS: FULL PAYMENT DUE AT TIME OF INSTALLATION.

This contract, subject to the conditions noted and the additional terms and conditions on the reverse side of this contract are herein accepted by both parties. The undersigned Purchaser warrants he has read and understands this contract.

PURCHASER

COMPANY REPRESENTATIVE **GEORGE VYTLACIL**

TITLE

COMPANY OFFICER

DATE

DATE

NOTE: THIS CONTRACT WITHDRAWN IF NOT ACCEPTED IN 30 DAYS

(OVER)



**NORTH SHORE SIGN**

DAEWOO of Windy City  
2223 N. CICERO  
Chicago, IL

3/7/02

INSTALLATION OF 7'X11' POLE SIGN & paint Pole.

~~THE UNDERSIGNED RELEASES NORTH SHORE SIGN & ITS EMPLOYEES FOR ANY AND ALL DAMAGE CAUSED BY WELDING OR OTHER CUTTING OR DRILLING OPERATIONS NEARBY TO WORK AREA. CUSTOMER WAS UNABLE TO LOCATE KEYS.~~  
JOB # 163 GR. V2 EXT 411 8262

*[Handwritten signature]*

4/7/02 BLW # 25 INSTALLED 1 O/F TRUCK SIGN. HAD TO MAKE CUSTOMER NEW PLATE, CUT POLE TO SIZE & MODIFY EXISTING WELDING (W/ 3/8" DIA. W/ DROPPED AN NEW WIRE), TESTED ON PAINTED POLE.

GET Signature of Approval.

*[Large handwritten signature]*

