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2002-06-04 10:45:02

Cook County Recorder 15.50

VENTAIRE CORPORATION

vs.

**LAWRENCE GIBSON
SHIRLEY M. GIBSON
FIFTH THIRD BANK, SUCCESSOR
BY MERGER TO OLD KENT BANK,
DIAMOND PETROLEUM SYSTEMS,
INC., A/K/A DIAMOND
PETROLEUM SERVICE, A/K/A DPS
PETROLEUM EQUIPMENT, A/K/A
DPS COMPANIES**



ABOVE SPACE FOR RECORDER'S USE ONLY

CLAIM FOR MECHANIC'S LIEN OF MATERIALMAN

After Recording Please Return To:

Michael J. Torchalski
Attorney At Law, P.C.
4 East Terra Cotta Avenue
Crystal Lake, Illinois 60014
(815) 477-1700

20625784

CLAIM FOR MECHANIC'S LIEN OF MATERIALMAN

STATE OF OKLAHOMA)
)
COUNTY OF TULSA) SS:

The claimant, VENTAIRES CORPORATION ("Claimant"), with an address at 4345 South 93rd East Avenue, Tulsa, Oklahoma 74145, hereby files this Claim for Mechanic's Lien on the "Real Estate" (as hereinafter described) and against the interest of the following persons in the Real Estate (individually and collectively, "Owner"):

Lawrence Gibson and Shirley M. Gibson

and any person claiming an interest in the Real Estate by, through, or under the Owner, including:

Fifth Third Bank, successor by merger to Old Kent Bank; and

Diamond Petroleum Systems, Inc., a/k/a Diamond Petroleum Service, a/k/a DPS Petroleum Equipment, a/k/a DPS Companies ("Contractor")

Claimant states as follows:

1. On or about October 2, 2001 and subsequently, Owner owned fee simple title to the real estate (including all land and improvements thereon) ("Real Estate") in Cook County, Illinois, legally described as follows:

Lots 1 through 4, inclusive, in the subdivision of Lot 1 of Blankestyn's Subdivision of Lots 8 and 9 in School Trustee's Subdivision of Section 16, Township 36 North, Range 14 East of the Third Principal Meridian, (except that part conveyed to John S. Belden, Fayette L. Force and Henry Hall by deed recorded February 17, 1891 as Document 1420242 in Book 3214 page 500) in Cook County, Illinois.

Common Address: 15221 S. Halsted Street, Phoenix, IL

Permanent Index Nos. 29-16-111-001, 29-16-111-002, 29-16-111-003, 29-16-111-004

2. On or about October 2, 2001, Claimant entered into a contract ("Contract") with Contractor for improvement of the Real Estate under which Claimant agreed to furnish and install a steel canopy for the original contract sum of \$21,335.00.

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3. The Contract between Claimant and Contractor was modified on or about February 21, 2002 pursuant to Contractor's Purchase Order No. 4125 dated February 21, 2002 to material only, with installation by others, for the amended contract sum of \$15,710.50.

4. The Contract, as amended, was entered into by Contractor as the Owner's agent and the steel canopy was ordered with the knowledge and consent of the Owner. Alternatively, the Owner authorized Contractor to enter into the Contract, as amended. Alternatively, the Owner knowingly permitted Contractor to enter into the Contract, as amended for the improvement of the Real Estate.

5. The steel canopy was delivered to the Real Estate on February 28, 2002 to the value of \$15,710.50.

6. Additional material to the value of \$101.56 was delivered to the Real Estate at the request of Contractor, either with the knowledge and consent or authority of the Owner, or which the Owner knowingly permitted as aforesaid.

7. As of the date hereof, there is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of \$15,812.06, which amount bears interest at the statutory rate of 10 percent per annum.

8. Claimant claims a lien against Owner and Contractor on the Real Estate (including all land and improvements thereon) and on the money or other consideration due or to become due from the Owner in the amount of \$15,812.06 plus interest, plus attorneys' fees to the extent permitted by law.

Dated: May 3, 2002

VENTAIRE CORPORATION

By: [Signature]
Jeff Weaver, President

VERIFICATION

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

Jeff Weaver, having first been duly sworn upon oath, deposes and states that he is the President of Ventaire Corporation, that he has read the foregoing Claim for Mechanic's Lien of Materialman and knows the contents thereof, and that all the statements therein contained are true.

[Signature]
Jeff Weaver

Subscribed and Sworn to before me this 3 day of May, 2002

[Signature]
Notary Public

Commission expires: 10-31-02

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Recording Return To:**

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Michael J. Torchalski
Attorney At Law, P.C.
4 East Terra Cotta Avenue
Crystal Lake, Illinois 60014

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