CCOK COUNTY RECORDER ugene "gene" moore **ROLLING MEADOWS**

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2002-10-02 13:13:45 Cook County Recorder

MECHANICS EQUITABLE LIEN AND OTHER RELIEF

STATE OF ILLINOIS.)

SS.

0021081021

COUNTY OF COOK)

The Claimant, George V. Kanagin, Attorney-in-Fact, Authorized Agent for Michael Recchia and Joanie Recchia of 31 W. Arthur, City of Roselle, County of Cook, State of Illinois, hereby files a claim and any or all other relief for lien against Marie T. Woodman and Steven M. Woodman (hereinafter referred to as "Owner"), of 455 Marion Street, Roselle, Cook County, Illinois, and states:

That on or about November 17, 1993, the owner owned the following described land in the County of Cock, State of Illinois, to wit: See attached Exhibit A, Legal Description.

Permanent Real Estate Index Number(s): 07-34-327-027-0000 Address(es) of premises: 455 Marion Street, Roselle, Illinois

That on November 17, 1993, the Claimant made a contract with said owner to Marie T. Woodman and Steven M. Woodman to purchase, improve, and general contracting services for the residence erected on said land for the sum of \$148,000.00 and on October 1, 2002, completed thereunder/an ongoing service; and considerations.

That at the special instance and request of said owner, the Claimant furnished extra funds and additional materials at and extra and additional labor on said premises of the value of \$150,000.00 completed and ongoing -- see attached Exhibit B.

That said owner is entitled to credits on account thereof as follows, to wit: \$298,000.00 (but not limited to other legal costs and fees equitable under law), leaving due, unpaid and owing to the Claimant, after allowing all credits, the balance of \$320,000,00, for which, with interest, the Claimant claims a lien on said land and improvements.

George V. Kanagin

Attorney-in-Fact, Authorized Ament for Claimant

State of Illinois, County of Cook

SS.

The affiant, George V. Kanagin, being first duly sworn, on oath deposes and cays that he is Attorney-in-Fact, Authorized Agent for Claimant beneficiaries, Michael & Joanie Recchia, attached as Exhibit B, the Claimant, that he has read the foregoing clair for lien and knows the contents thereof; and that all the statements therein contained are true,

Subscribed and sworn to before me this

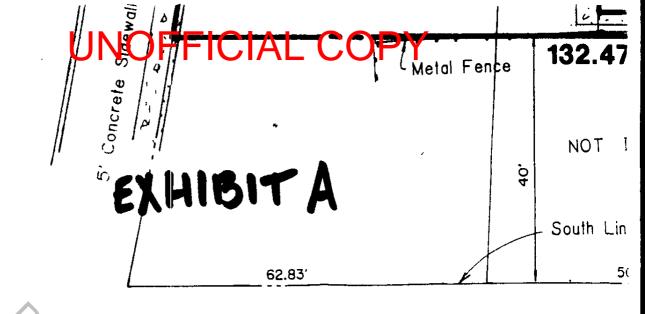
day of

2002.

Joanna M. Lancuch
Notary Public, State of Illinois
My Commission Exp. 11/14/2005

George V. KANAGIN.
4 WALNUT. S. BARRING.
60010. III. 6

Notary Public



OF THE WEST HALF OF LOT 12, LOT 13 AND LOT 14
(EXCEPTING THEREFROM THE SOUTH 40 FEET OF LOTS
13 AND 14 AND EXCEPTING THE SOUTH 40 FEET OF THE
WEST HALF OF LOT 12) IN BLOCK 5 IN BOEGER ESTATE'S
ADDITION TO ROSELLE, A SUBDIVISION OF THE SOUTH HALF
OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
MARCH 1,1927 AS DOCUMENT 9565488, IN COOK COUNTY,
ILLINOIS.

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455 MARION STREET, ROSELLE, IL.

BARRINGTON ENGINEERING 132-B S. NORTHWEST HWY.

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DEMAND NOTE

\$148,000.00

Roselle, Illinois November 17, 1993

For value received, we, Marie T. Woodman and Steven M. Woodman and each of us (the "Undersigned"), promise to pay to the order of Jcan Recchia and Michael J. Recchia, jointly, at 31 West Arthur, Roselle, Illinois, the principal sum of \$148,000.00, with interest at the rate of seven (7%) percent per year from the date of this note, with the principal sum and all accrued interest due and payable in full upon demand.

This note shall, at the option of the holder, become immediately due and payable, without notice or demand, upon the happening of any one of the following specified events: (1) failure to pay any amount as set forth; (2) insolvency (however evidenced) or the commission of an act of insolvency; (3) the making of a general assignment for the beneric of creditors; (4) the filing of any petition or the commencement of any proceeding by or against the Undersigned or any endorser or guarantor for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebterness, reorganizations, compositions, or extensions; or (5) the past or future making of a false representation or warranty by the Undersigned in connection with any loan or loans by the holder to the Undersigned.

The Undersigned waives presentment, demand for payment, notice of dishonor, and any or all other notices or demands in

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Demand Note Marie T. Woodman and Steven M. Woodman Page 2 of 2

connection with the delivery, acceptance, performance, default, or enforcement of this note and consents to any extensions of time, renewals, releases of any party to this note, waivers or modifications that may be granted or consented to by the holder in respect of the time of payment of any other provisions of this note.

Upon default of payment, the holder may at its election, unless it has previously exercised its right to make this note immediately due and payable, accept payment of all amounts in arrears and, in the event that any such defaulted payment at the time of such payment is more than ten (10) days in arrears, the Undersigned further agree to pay in addition to other amounts due, a late charge equal to five percent (5%) of the amount in arrears. In the event the holder shall institute any action for the enforcement of the collection of the monies due on this note, there shall be immediately due from each of the Undersigned, in addition to the unpaid principal and late charges, all costs and expenses of such action, plus reasonable attorneys' fees.

Marie T. Woodman

Steven M. Woodman