

UNOFFICIAL COPY

00228594

24:07:008 28 001 Page 1 of 13  
2000-03-31 14:45:07  
Cook County Recorder 24.50

This instrument was prepared  
by and after recording should  
be returned to:



00228594

Margery Newman  
Bell, Boyd & Lloyd  
70 West Madison Street  
Suite 3300  
Chicago, Illinois 60602

State of Illinois )  
County of Cook )

**RELEASE OF MECHANICS' LIEN CLAIM**

Pursuant to and in compliance with the Illinois statute relating to mechanics' liens, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, being the duly authorized attorney and agent of CSM Mechanical, Inc., does hereby acknowledge satisfaction or release of the claim for lien against Paul H. Schwendener, Inc., Holy Cross Hospital of Chicago, Illinois, and LaSalle National Bank of Chicago, Illinois for Twelve Thousand Seven Hundred Thirteen and 00/100 Dollars (\$12,713.00), on the property legally described on Exhibit A attached,

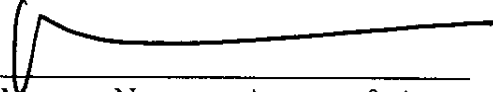
- PIN: 19-24-406-002
- 19-24-406-003
- 19-24-413-001
- 19-24-413-002
- 19-24-413-003
- 19-24-413-004

Address: Holy Cross Hospital, 2701 W. 68<sup>th</sup> Street, Chicago, Illinois

which claim was filed in the office of the Cook County Recorder of Deeds as Mechanics' Lien Document No. 96332158.

IN WITNESS WHEREOF, the undersigned has executed this Release of Mechanics' Lien Claim this 27<sup>th</sup> day of April, 1999.

CSM Mechanical, Inc.

By:   
Margery Newman, Attorney & Agent

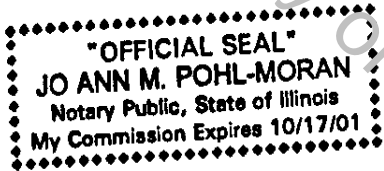
# UNOFFICIAL COPY

State of ILLINOIS )  
                              ) SS.  
County of COOK     )

00228594

I, Jo Ann M. Pohl-Moran, a notary public in and for the County of Cook, State of Illinois, DO HEREBY CERTIFY that Margery Newman, attorney and duly authorized agent of CSM Mechanical, Inc., personally known to me to be the same person whose name is subscribed to the foregoing Release of Mechanics' Lien Claim, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the Release of Mechanics' Lien Claim as her free and voluntary act and as the free and voluntary act of CSM Mechanical, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1999.



Jo Ann M. Pohl-Moran  
Notary Public

Property of Cook County Clerk's Office

Legal Description:

PARCEL 1: BLOCKS 5 AND 6 (EXCEPT THE EAST 150 FEET OF BLOCK 6 AND EXCEPT THE WEST 35 FEET OF THE EAST 185 FEET OF THE SOUTH 180 FEET OF BLOCK 6) IN HIRSH AND YOUNG'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: VACATED PART OF SOUTH FAIRFIELD AVENUE EAST OF AND ADJOINING THE EAST LINE OF BLOCK 5 AND WEST OF AND ADJOINING THE WEST LINE OF BLOCK 6, IN HIRSH AND YOUNG'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT PART OF SAID STREET BEING OTHERWISE COMMONLY DESCRIBED AS THAT PART OF SOUTH FAIRFIELD AVENUE BETWEEN THE SOUTH LINE OF WEST 68TH STREET AND THE NORTH LINE OF WEST 69TH STREET IN CHICAGO, COOK COUNTY, ILLINOIS

PARCEL 3: VACATED PART OF THE WEST 68TH STREET (EXCEPT THE EAST 150 FEET OF THE SOUTH 1/2 THEREOF LYING NORTH OF AND ADJOINING BLOCK 6 IN HIRSH AND YOUNG'S SUBDIVISION) SOUTH OF AND ADJOINING THE SOUTH LINE OF BLOCKS 3 AND 4 AND THE SOUTH LINE OF SAID BLOCK 3 PRODUCED WEST 66 FEET AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF BLOCKS 5 AND 6 AND THE NORTH LINE OF SAID BLOCK 5 PRODUCED EAST 66 FEET, IN HIRSH AND YOUNG'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT PART OF SAID VACATED STREET BEING OTHERWISE COMMONLY DESCRIBED AS THAT PART OF WEST 68TH STREET BETWEEN THE EAST LINE OF SOUTH CALIFORNIA AVENUE AND THE WEST LINE OF SOUTH WASHTENAW AVENUE, IN COOK COUNTY, ILLINOIS

Clerk's Office

FINAL WAIVER OF LIEN  
**UNOFFICIAL COPY**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK

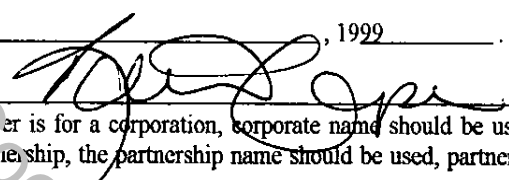
Gty # \_\_\_\_\_  
Loan # 00228594

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by PAUL H. SCHWENDENER, INC  
to furnish HAVC  
for the premises known as HOLY CROSS HOSPITAL 1st. FLOOR NORTH CP-1  
of which HOLY CROSS is the owner.

The undersigned, for and in consideration of TWO THOUSAND FOUR HUNDRED THIRTY-ONE AND 25/100  
(\$ \$2,431.25) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby  
waive and release any and all (ie) or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on  
said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or  
other considerations due or become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or  
which may be furnished at any time hereafter, by the undersigned for the above-described premises

Given under OUR hands and sealed ED this  
1st. day of April, 1999.

Signature and Seal:   
**NOTE:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of  
officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as  
partner.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK  
TO WHOM IT MAY CONCERN:

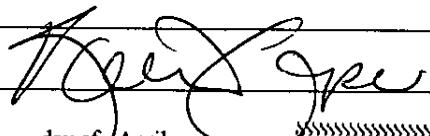
THE undersigned, being duly sworn, deposes and says that he is KENNETH A. CRIFE/PRESIDENT  
of the CSM MECHANICAL, INC.  
who is the contractor for the HAVC work on the  
building located at \_\_\_\_\_  
owned by HOLY CROSS

That the total amount of the contract including extras is \$ \$45,462.25 on which he has received payment of  
\$ \$43,031.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is  
no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor,  
or both for said work and all parties having contracts or sub contracts for specific portions of said work for material entering into the construction thereof and  
the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and  
specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS	BALANCE DUE
AIR PRODUCTS EQUIPMENT CO.	EXH. FANS/DIFFUSERS	1,350.00	1,350.00	0.00	0.00
LUSE STEVENSON	INSULATION	1,900.00	1,710.00	190.00	0.00
CONTROLS BY SANTUCCI	TEMP. CONTROLS	1,300.00	1,300.00	0.00	0.00
LIEBERT/ZONATHERM	AIR CONDITIONING UNIT	10,420.00	10,420.00	0.00	0.00
CONTROLLED ENVIRONMENTAL T&B	TESTING & BALANCE	450.00	405.00	45.00	0.00
CSM MECHANICAL, INC.	HVAC INSTALLATION	30,042.25	27,846.00	2,196.25	0.00
<b>TOTAL LABOR AND MATERIAL TO DATE</b>		<b>45,462.25</b>	<b>43,031.00</b>	<b>2,431.25</b>	<b>0.00</b>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of  
any kind done or to be done upon or in connection with said work other than above stated.

Signed this 1st. day of April, 1999.

Signature: 

Subscribed and sworn to before me this 1st. day of April, 1999.

"OFFICIAL SEAL"  
Cecyl Bricker  
Notary Public State of Illinois  
My Commission Exp. 04/09/2001

FINAL WAIVER OF LIEN  
**UNOFFICIAL COPY**

STATE OF ILLINOIS } SS  
COUNTY OF COOK

Gty # \_\_\_\_\_

Loan # \_\_\_\_\_

**00228594**

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of which HOLY CROSS is the owner.

The undersigned, for and in consideration of TWO THOUSAND FOUR HUNDRED THIRTY-ONE AND 25/100  
(\$ \$2,431.25) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby  
waive and release any and all title or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on  
said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or  
other considerations due or become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or  
which may be furnished at any time hereafter, by the undersigned for the above-described premises

Given under OUR hands and sealed ED this  
1st day of April, 1999

Signature and Seal: \_\_\_\_\_

**NOTE:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS } SS  
COUNTY OF COOK

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That the total amount of the contract including extras is \$ \$45,462.25 on which he has received payment of  
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any kind done or to be done upon or in connection with said work other than above stated.

Signed this 1st day of April, 1999

Signature: \_\_\_\_\_

Subscribed and sworn to before me this 1st day of April, 1999

1999  
"OFFICIAL SEAL"  
Sheryl Bricker  
Notary Public, State of Illinois  
My Commission Exp. 04/09/2001

# FINAL WAIVER OF LIEN UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK

Gty # \_\_\_\_\_  
 Loan # 00228594

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The undersigned, for and in consideration of TWO THOUSAND FOUR HUNDRED THIRTY-ONE AND 25/100  
 (\$ \$2,431.25) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby  
 waive and release any and all claim or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on  
 said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or  
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1st day of April, 1999

Signature and Seal: \_\_\_\_\_

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 COUNTY OF COOK  
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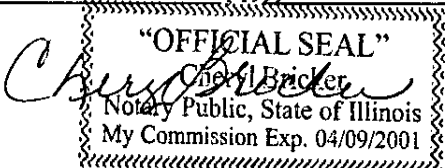
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Signed this 1st day of April, 1999

Signature: \_\_\_\_\_

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"OFFICIAL SEAL"  
  
 Cheryl Bricker  
 Notary Public, State of Illinois  
 My Commission Exp. 04/09/2001

FINAL WAIVER OF LIEN  
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STATE OF ILLINOIS } SS  
COUNTY OF COOK

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*[Signature]*  
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COUNTY OF COOK

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Signed this 1st \_\_\_\_\_ day of April, 1999

Signature: *[Signature]*

Subscribed and sworn to before me this 1st \_\_\_\_\_ day of April, 1999

1999  
"OFFICIAL SEAL"  
Cheryl Tricker  
Notary Public, State of Illinois  
My Commission Exp. 04/09/2001

FINAL WAIVER OF LIEN  
**UNOFFICIAL COPY**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

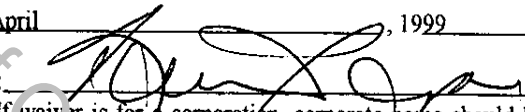
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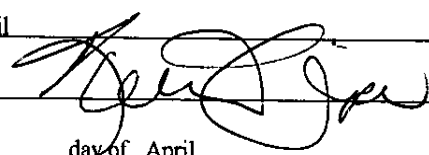
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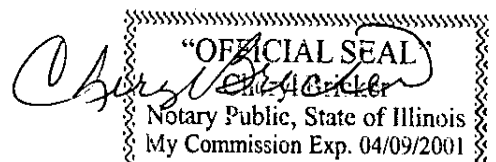
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"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Exp. 04/09/2001



FINAL WAIVER OF LIEN  
**UNOFFICIAL COPY**

STATE OF ILLINOIS } SS  
COUNTY OF COOK

Gty # \_\_\_\_\_  
Loan # 00228594

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by PAUL H. SCHWENDENER, INC

to furnish HAVC

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waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on  
said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or  
other considerations due or become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or  
which may be furnished at any time hereafter, by the undersigned for the above-described premises

Given under OUR hands and sealed ED this

1st day of April, 1999

Signature and Seal: \_\_\_\_\_

**NOTE:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS } SS  
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is KENNETH A. CRIPE/PRESIDENT  
of the CSM MECHANICAL, INC.

who is the contractor for the HAVC work on the  
building located at 2703 WEST 68th. STREET, CHICAGO, IL 60629  
owned by HOLY CROSS

That the total amount of the contract including extras is \$ 76,452.25 on which he has received payment of  
\$ 72,534.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is  
no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor,  
or both for said work and all parties having contracts or sub contracts for specific portions of said work for material entering into the construction thereof and  
the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and  
specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS	BALANCE DUE
AIR PRODUCTS EQUIPMENT CO.	EXHAUST/DIFFUSERS	3,735.00	3,735.00	0.00	0.00
FLOMECH CO.	FIN TUBE RADIATION	5,824.00	5,824.00	0.00	0.00
CONTROLS BY SANTUCCI	TEMP. CONTROL	9,000.00	9,000.00	0.00	0.00
LUSE STEVENSON	INSULATION	2,270.00	2,043.00	227.00	0.00
CONTROLLED ENVIRONMENTAL T&B	TEST & BALANCE	1,675.00	1,507.50	167.50	0.00
CSM MECHANICAL, INC.	HVAC INSTALLATION	53,948.25	50,424.50	3,524.25	0.00
<b>TOTAL LABOR AND MATERIAL TO DATE</b>		<b>76,452.25</b>	<b>72,534.00</b>	<b>3,918.75</b>	<b>0.00</b>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 1st day of April, 1999

Signature: \_\_\_\_\_

Subscribed and sworn to before me this 1st day of April, 1999

*Cheryl Bricker*  
"OFFICIAL SEAL"  
Cheryl Bricker  
Notary Public, State of Illinois  
My Commission Exp. 04/09/2001

# FINAL WAIVER OF LIEN UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK

Gty # \_\_\_\_\_

Loan # \_\_\_\_\_

00228594

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by PAUL H. SCHWENDENER, INC

to furnish HAVC

for the premises known as HOLY CROSS HOSPITAL 3rd. FLOOR SOUTH CP-2

of which HOLY CROSS is the owner.

The undersigned, for and in consideration of THREE THOUSAND NINE HUNDRED EIGHTEEN AND 75/100  
(\$ \$3,918.75) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises

Given under OUR hands and sealed ED this

1st day of April, 1999

Signature and Seal: \_\_\_\_\_

**NOTE:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS )  
 ) SS

COUNTY OF COOK  
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is KENNETH A. CRIFE/PRESIDENT  
of the CSM MECHANICAL, INC.

who is the contractor for the HAVC work on the  
building located at 2703 WEST 68th. STREET, CHICAGO, IL 60629  
owned by HOLY CROSS

That the total amount of the contract including extras is \$ \$76,452.25 on which he has received payment of  
\$ \$72,534.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS	BALANCE DUE
AIR PRODUCTS EQUIPMENT CO.	EXHAUST/DIFFUSERS	3,735.00	3,735.00	0.00	0.00
FLOMECH CO.	FIN TUBE RADIATION	5,824.00	5,824.00	0.00	0.00
CONTROLS BY SANTUCCI	TEMP. CONTROL	9,000.00	9,000.00	0.00	0.00
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That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 1st day of April, 1999

Signature: \_\_\_\_\_

Subscribed and sworn to before me this 1st day of April, 1999

“OFFICIAL SEAL”  
Cheryl Bricker  
Notary Public, State of Illinois  
My Commission Exp. 04/09/2001

FINAL WAIVER OF LIEN  
**UNOFFICIAL COPY**

STATE OF ILLINOIS  
                                                  } SS  
COUNTY OF COOK

Gty # \_\_\_\_\_  
Loan # 00228594

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of which HOLY CROSS is the owner.

The undersigned, for and in consideration of THREE THOUSAND NINE HUNDRED EIGHTEEN AND 75/100  
(\$ \$3,918.75) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby  
waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on  
said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or  
other considerations due or become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or  
which may be furnished at any time hereafter, by the undersigned for the above-described premises

Given under OUR hands and sealed ED this  
1st. day of April, 1999.

Signature and Seal: \_\_\_\_\_

**NOTE:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

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                                                  } SS  
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or both for said work and all parties having contracts or sub contracts for specific portions of said work for material entering into the construction thereof and  
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any kind done or to be done upon or in connection with said work other than above stated.

Signed this 1st. day of April, 1999.

Signature: \_\_\_\_\_

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*Cheryl Bricker*  
"OFFICIAL SEAL"  
Cheryl Bricker  
Notary Public, State of Illinois  
My Commission Exp. 04/09/2001

FINAL WAIVER OF LIEN  
**UNOFFICIAL COPY**

STATE OF ILLINOIS } SS  
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The undersigned, for and in consideration of THREE THOUSAND NINE HUNDRED EIGHTEEN AND 75/100  
(\$ 3,918.75) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises

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1st day of April, 1999

Signature and Seal: \_\_\_\_\_

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Signed this 1st day of April, 1999

Signature: \_\_\_\_\_

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**"OFFICIAL SEAL"**  
Cheryl Bricker  
Notary Public, State of Illinois  
My Commission Exp. 04/09/2001

FINAL WAIVER OF LIEN  
**UNOFFICIAL COPY**

STATE OF ILLINOIS

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COUNTY OF COOK

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1999  
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Cheryl Bricker  
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My Commission Exp. 04/09/2001