

ORIGINAL CONTRACTOR'S
CLAIM FOR MECHANICS LIEN



STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

The Claimant, Giertsen Co. of Illinois, and Illinois Corporation (Claimant), with an address at 3995 Commercial Avenue, Northbrook, Illinois, 60662, hereby files its original contractor's claim for mechanics lien on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate (Owner):

Any person claiming an interest in the Real Estate (as hereinafter described) by, through, or under Owner

Claimant states as follows:

1. On or about June 28, 2002, 2002 and subsequently, Owner owed fee simple title to the Real Estate (including all land and improvements thereon) (Real Estate) in Cook County, Illinois, commonly known as Unit 609 of a condominium at 811 Chicago Avenue, Evanston, Illinois and legally described as follows:

LOT 1 IN NORTHLIGHT CONSOLIDATION OF LOTS 9 AND 10 AND THE NORTH 7 FEET OF LOT 11 IN BLOCK 11 IN WHITE'S ADDITION TO EVANSTON IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1996 AS DOCUMENT NO. 96939209 IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 23, 1997 AS DOCUMENT NO. 97966087, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

The permanent real estate tax number is 11-19-401-045-1045.

2. Claimant that made a contract (Contract) dated June 28, 2002, with Focus Development, Inc. ("Focus") under which Claimant agreed to provide all necessary labor, material and work to repair damage caused by water. A copy of the contract is attached hereto as Exhibit A.

3. The contract was entered into by Focus as Owner's agent, and the work was performed with the knowledge and consent of Owner. Alternatively,

UNOFFICIAL COPY

Owner authorized Focus to enter into the contract. Alternatively, Owner knowingly permitted Focus to enter into the contract for the improvement of the Real Estate.

4. Claimant performed additional work in the amount of \$ NA at the request of Focus, as Owner's agent or as an entity authorized by Owner or knowingly permitted by Owner.

5. Claimant last performed work under the Contract on November 7, 2002.

6. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$5,551.96, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$5,551.96 plus interest.

Dated: February 27, 2003

GIERTSEN CO. OF ILLINOIS

by: 

Richard Giertsen, Jr.
Vice President

This document has been
prepared by and after
recording should be returned to:

Charles L. Philbrick
Holland & Knight LLC
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603

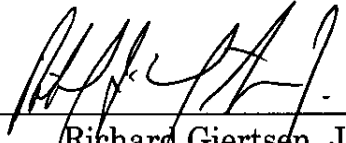
30285732

UNOFFICIAL COPY

VERIFICATION

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Richard Giertsen, Jr. being first duly sworn on oath, states that he is Vice President of Claimant, Giertsen Co. of Illinois, and Illinois Corporation, that he is authorized to sign this verification to the foregoing original contractor's claim for mechanics lien, but his read the original contractor's claim for mechanics lien, and that the statements contained herein are true.

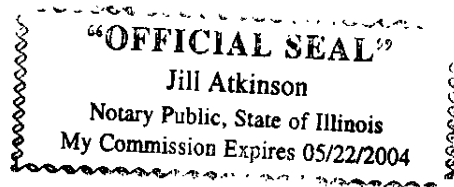


Richard Giertsen, Jr.

Subscribed and sworn before me
this 27th day of February, 2003



Notary Public



My commission expires 5/22, 2004

UNOFFICIAL COPY



WORK AUTHORIZATION

Date of Agreement: 6/28/02

Between the Contractor:

Giertsen Company of Illinois
4336-38 Regency Drive
Glenview, Illinois 60025
24 hr. (847) 768-1918

and Property Owner:

Name: Focus Development, INC.

Property Address: 811 Chicago Avenue

City, State, Zip: EVANSTON, IL

The undersigned is the Property Owner/Agent (hereinafter referred to as "Owner"), and authorizes Giertsen Company (hereinafter referred to as "Contractor") to repair damage caused by water to Owner's Property located at: 811 Chicago Ave - Evanston, IL on or about _____; in accordance with Contractor's estimate number(s) _____ as well as any supplemental estimates prepared by Contractor and approved by the Adjuster for Owner's insurance carrier, and any additional change orders approved by Owner and Contractor.

Owner's insurance carrier is: U.S. Fidelity (hereinafter referred to as "Company")

Owner irrevocably directs Company to pay all proceeds to Contractor, in excess of the deductible and payable under Owner's policy, directly to Contractor. This direction requires Company to place Contractor's name on all insurance settlement checks due owner on this claim. If Owner's name is included on the payment from Company, Owner shall promptly endorse payment over to Contractor. In the event Owner fails to or refuses to endorse any such payment as set forth above, Owner does hereby irrevocably appoint Contractor as Owner's attorney in fact for such endorsement. Contractor as Owner's attorney in fact may then endorse over said payment to itself. Owner understands that Contractor has no connection with Owner's insurance company or its adjuster and that Owner alone has the authority to authorize Contractor to make said repairs.

Owner's Mortgage Company is: N/A

Owner does hereby request the above stated mortgage company to protect the interest of the Contractor in handling the loss draft or check. Owner's deductible amount is \$ N/A and Owner agrees to pay said sum to Contractor upon the execution of this Work Authorization.

Owner directs above stated mortgage company to protect the interest of the Contractor, by endorsing insurance drafts and returning directly to Contractor or by issuing drafts from insurance proceeds payable to Contractor and mailing directly to contractor. Owner will cooperate with Contractor in getting all forms signed, that mortgage company requires for the release the insurance funds.

Owner shall make payment to Contractor upon substantial completion of the work for estimates that are \$3,500.00 or less. Owner agrees that for projects that are in excess of \$3,500.00 payments draws are to be made upon invoice and are due upon demand. Thereafter, any remaining unpaid amounts due to Contractor shall be paid to Contractor upon substantial completion. Payments shall be considered delinquent if not paid within ten (10) days of due date. Owner shall pay to Contractor interest upon all unpaid amounts which are due and owing beyond ten (10) days at 2% per month until paid in full.

Owner understands and acknowledges that in order for Contractor to perform its work hereunder, it may be necessary for Contractor to obtain building permits from the Municipality in which the property is located and that in order to obtain such permits and pass inspections required by said Municipality, Contractor may be required to perform additional work to bring the property into compliance with building and/or zoning codes and ordinances.

Owner agrees that any such code upgrades or any other additional work, which is not covered by insurance proceeds, shall be paid for by the Owner to the Contractor pursuant to the following schedule; 50% of the cost shall be paid by Owner to Contractor upon execution of the appropriate change order; and the remaining 50% and all other costs of such additional work shall be paid by Owner to Contractor upon substantial completion.

30285732

The terms and conditions set forth on the reverse side hereof are incorporated herein as a part of this Work Authorization and are agreed to by the Parties.

Agreed to on this date: 6/28/02



UNOFFICIAL COPY**TERMS & CONDITIONS**

1. Contractor guarantees all workmanship covered by this work authorization for a period of one (1) year from the date of substantial completion. All materials used are covered by the manufacturer and/or supplier warranties if any. Warranty work shall not be paid for by Contractor when performed by others, unless Contractor has agreed to such in writing in advance of this work being performed. In the event of non-payment by Owner of any sum due to Contractor hereunder, any and all guarantees shall be void and of no effect.
2. The contract price is based upon completion during normal working hours (9:00 a.m. to 5:00 p.m., Monday through Friday) and Owner agrees to provide access to the job-site as required for completion of the work. Owner's telephone, electricity, water and toilet shall be made available to Contractor, their personnel and subcontractors during the course of the work.
3. Contractor shall perform all repair work in a good and workmanlike manner according to accepted practices in the industry. All materials used will be standard stock materials, unless otherwise specified, and will match existing materials within reasonable tolerance as to color, texture, design, etc. All painting is estimated to return existing paint to same color. Any changes in color or type of materials shall be done at extra cost to Owner,
4. Contractor is not responsible for additional work or services performed under any agreement, directly between the Owner and workmen and/or subcontractors of Contractor.
5. Owner shall pay Contractor within seven (7) days of receipt of funds from Owner's insurance company. Owner further agrees to execute any documents required by Owner's insurance company in order to release funds to Contractor. Owner shall cooperate fully and use his best efforts to insure that payments are made from Owner's insurance company or lender directly to Contractor in a timely manner.
6. The term "substantial completion" as used herein shall mean completion of all work performed by Contractor pursuant to the terms hereof and any change orders. "Substantial completion" shall not include punch list items. "Substantial completion" shall be deemed to have occurred at such time as Contractor's work has passed final inspection by a governmental unit or by the mortgage company, or the Owner has occupied the property or Owner has begun the use of the areas in which Contractor performed their work.
7. With respect to draperies and other textiles: Contractor shall not be held responsible for certain types of damages including but not limited to, such things as shrinkage, shredding, bleeding, dry-rot, weakened fabrics, items that will not clean, fading, water stains, manufacturer defects and other pre-existing conditions.
8. Owner agrees to hold Contractor harmless for the above listed damages, defects, and/or pre-existing conditions if they occur in the process of removing, cleaning or reinstalling draperies, curtains, shears, upholstery materials, rugs and carpets.
9. Any work deleted from this work authorization must be agreed to by both Contractor and Owner in writing. Owner shall be credited for such work in an amount equal to Contractor's projected cost for said work. For each such deletion, Owner shall be billed an amount equal to 20% of such change. Work voluntarily performed by Owner shall not be credited against this contract.
10. The repair(s) or replacement authorization herein only relate to the damage specified on the front of this authorization and it does not cover any pre-existing deficiencies unless specifically stated. Any repair or restoration work needed to portions of the property not damaged in the incident set forth on the front hereof, or required pursuant to applicable building codes or otherwise required by governmental authority or requested by Owner, shall be set forth in appropriate change order.
11. Contractor does not encourage changes to the estimate. Changes or improvements may delay completion of the insurance repairs. However, if the Owner intends to make changes, then a "change order" or "supplemental estimate" shall be prepared. All changes or credits shall be agreed to in writing before repairs begin. Any changes requested after the repairs have begun shall be at the sole discretion of Contractor.
12. Contractor is not responsible for theft, disappearance of or damage to jewelry, art objects, silver, gold, antique or personal items, and Owner agrees to remove, store and/or protect such items at their sole cost and expense.
13. Owner understands that the exact sequence, method or timing of the work to be performed by the Contractor may vary and that minor variations from the work authorization, estimates or change orders may occur from time to time.
14. In the event that it becomes necessary for the Contractor to enforce any of the terms of this work authorization, Owner agrees to pay Contractor's reasonable cost of enforcement, including but not limited to, reasonable attorneys' fees and court costs.
15. Contractor, in addition to any other rights and remedies available to it under the law, may place a lien upon the Owners property in order to protect Contractor's rights pursuant to the applicable Mechanic's Lien Statutes now in effect and as amended from time to time.
16. If Owner fails to make a payment to Contractor when due, Contractor may stop the project until all past due sums owed to Contractor have been paid. All costs and expenses incurred by stopping the project are the responsibility of the Owner and shall be paid to Contractor from Owner.
17. Contractor may in its sole discretion terminate this agreement if Owner fails to pay Contractor any sum due, within 10 days of its due date.
18. The Contractor's failure to insist upon the strict performance of any provision hereof shall not constitute a waiver of any breach by Owner or of any subsequent failure to perform by Owner.
19. This contract embodies the entire agreement between Contractor and Owner relating to the subject matter hereof and supersedes any and all other previous agreements, written and oral. No amendment or modification of the terms of this Contract shall be binding upon the Parties unless reduced to writing and signed by the Parties hereto.
20. All personal pronouns used in this Contract, whether used in the masculine, feminine or neuter, shall include all of the other genders, and the use of the singular or the plural shall include the use of the other as the identity of the person or persons may require.
21. Owner acknowledges that this contract has been freely entered into and any subsequent contract signed between the Owner and third parties, such as other contractors, subcontractors, consultants, public adjusters, etc., will have no effect whatsoever on this contract.

30285732