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FADOCS/LITIGATN/2216.019/UNIT 5H/LIEN 5H.GEN STATE OF ILLINOIS)SS COUNTY OF DUPAGE)		Eugene "Gene" Moore Fee: \$19.50 Cook County Recorder of Deeds Date: 05/29/2003 03:20 PM Pg: 1 of 5
IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY		
LEADS CONSTRUCTION, INC., an Illinois con	S CONSTRUCTION, INC., an Illinois corporation, Claimant) Contractor's Claim for Lien)
v.)	Amount Claimed: \$6,906.10
THOMAS BONDEN; RON SWANSON and UNKNOWN OWNERS,	Defendants.	P.I.N.s 14-16-303-035-1138

The Claimant, LEADS CONSTRUCTION, INC., of Woodridge, County of DuPage, State of Illinois, hereby files its Claim for Lien against THOMAS BORDEN, RON SWANSON and UNKNOWN OWNERS, and states:

1. That on June 6, 2001, and at al times from said date, THOMAS BORDEN and RON SWANSON were the record owners of the tollowing described land, to-wit:

UNIT 5H IN 720 GORDON TERRACE CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REALL STATE:

PARCEL 1:

LOTS 5 AND 6 IN BLOCK 3 IN WALLER'S ADD. I'ON TO BUENA PARK IN FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, PANGE 14 BAST OF THE THIRD PRINCIPAL MERIDIAN,

PARCEL 2:

SUBDIVISION LOTS 26 AND 27 IN WALLER'S SUBDIVISION OF LOT 7 IN BLOCK 3 AND LOT 7 IN BLOCK 4 IN WALLER'S ADDITION TO BUENA PARK IN FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 3

LOTS 5, 6, 7, AND 8 AND THAT PART OF LOT 25 LYING BETWEEN THE PAST LINE OF LOT 4 EXTENDED NORTH AND THE EAST LINE OF LOT 8 EXTENDED NORTH, BEING THAT PORTION OF LOT 25 LYING NORTH OF AND ADJOINING LOTS 5, 6, 7 AND 8 ALL IN SIMMONS AND GORDON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 10 AND 19 AND THE VACATED STREET LYING BETWEEN SAID LOTS IN THE SCHOOL TRUSTEES SUBDIVISION OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AND FILED AS DOCUMENT 24491225 AND NUMBER LR 3024350 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Commonly known as: Unit 5H, 720 West Gordon Terrace, Chicago, Illinois P.I.N. 14-16-303-035-1138

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- UNKNOWN OWNERS are hereby joined as additional parties claiming an ownership 2. interest or such other interest as may be claimed pursuant to statutory and case law in the abovereferenced property.
- That on the 6th day of June, 2001, the Claimant made a contract with said owners of Unit 5H in the sum of \$9,287.75, all at the specific instance and request of the Owners. A copy of the contract is attached hereto as Exhibit "A."
- That the Claimant furnished extra labor and material to said premises for the agreed sum of \$2,618.35.
- That said Owners are entitled to credits against the original contract and extras thereto of \$5,000.00, leaving due, unpaid and owing to the Claimant on account thereof after allowing all credits, the balance of \$6,906.10, for which, with interest, the Claimant claims a lien upon said above-reference a property and improvements.
- That the Clairnant substantially completed all required of it on Unit 5H on June 20, 2001. 6. Ox COOX CC

LEADS CONSTRUCTION, INC., an Illinois corporation

ph O. Kleat

State of Illinois

) ss

County of DuPage

The undersigned having first been duly sworn or oath, deposes and states that he is a duly authorized agent of Leads Construction, Inc.; that he has the authority to execute the above and foregoing lien by him subscribed as a duly authorized agent of Claimant; that he has read the above and foregoing Claim for Lien by him subscribed; and that the facts contained therein are true.

SUBSCRIBED AND SWORN TO

before me this 23rd day May, 2003.

OFFICIAL SEAL CARRIE L. MITCHELL

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9-5-2005

This instrument was prepared by and please mail it to:

MANETTI & GRIFFITH, LTD. 2311 West 22nd Street

Suite 217

Oak Brook, Illinois 60523

(630) 573-5300

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1340 Internationale Parkway, Suite 100 Woodridge, IL 60517 (1)(630) 685-5300 (F)(630) 685-5301

May 31, 2001

Ron Swanson & Tom Borden 720 Gordon Terrace, Unit 5H Chicago, IL 60613

Res. Ph.: (630) 420-0043

LEADS CONSTRUCTION COMPANY, INC., proposes to furnish labor and material to repair Of Count the damage as follows:

KITCHEN

Remove wallpaper

Paint the walls and ceiling - two coats

Remove tile - vinyl

Replace underlayment - 1/4" Masonite

Replace tile floor covering - this includes a material cost of \$2.00 per sf ilents Office

Replace baseboard - two coats

Paint register

Replace dishwasher

Replace refrigerator

Replace cabinetry - lower (base) unit

Replace cabinetry - upper (wall) unit

Replace cabinetry - full height unit

Replace countertop - flat laid plastic laminate

Replace 4" backsplash for flat laid countertop

BATHROOM

Drywall patch, ready for paint

Paint the ceiling - two coats

Replace ceramic tile - this includes a material cost of \$3.00 per sf

Replace tile floor covering - this includes a material cost of \$2.00 per sf

Replace underlayment - 1/4" Masonite

Replace vanity

Replace single sink

Paint register

Paint door (per side

EXHIBIT_

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HALLWAY

Remove carpet
Remove carpet pad
Replace underlayment - 1/4" Masonite
Replace tile floor covering
Replace base shoe - stain grade
Seal and paint base shoe

ENTRY / FOYER

Subroom 1: Offset

Remove carpet
Remove carpet p2d
Replace underlayment - 1/4" Masonite
Replace tile floor covering,
Replace base shoe - stain grade
Seal and paint base shoe

All debris to be removed by Lead. Construction Company, Inc.

All permits to be obtained by Leads Construction Company, Inc.

All of the above work to be performed in a good and workmanlike manner by LEADS CONSTRUCTION COMPANY, INC. for the amount of \$9,287.75.

Grounds for Termination

Termination by the Contractor-

Upon seven (7) days' written notice to the Owners, the Contractor may terminate this Agreement for any of the following reasons:

- 1. If the work has been stopped for a thirty (30) day period;
 - a. Under court order or order of other governmental authorities having jurisdiction;
 - b. As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Contractor, materials are not available; or
 - c. Because of the Owner's failure to pay the Contractor in accordance with this Agreement;
- 2. If the Work is suspended by the Owner for thirty (30) days;
- 3. If the Owner materially delays the Contractor in the performance of the Work;
- 4. If the Owner otherwise materially breaches this Agreement

Upon termination by the Contractor in accordance the Contractor shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work.

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Termination by the Owner-

If the Contractor persistently fails to perform any of its obligations under this Agreement, the Owner may, after seven (7) days' written notice to the Contractor undertake to perform such obligations. The Contract Price shall be reduced by the cost to the Owner of performing such obligations.

Payments are to be made in the following manner:

1/3 due upon inception of the contract Balance due upon completion of the job

ACCEPTEL

LEADS CONSTRUCTION COMPANY, INC.

Joe Pluth.

Account Representative

<u>5-31-01</u>

Date

ACCEPTED:

Ron Swanson,

Owner

Date

Tom Borden.

Owner

Date