



# UNOFFICIAL COPY

2. UNKNOWN OWNERS are hereby joined as additional parties claiming an ownership interest or such other interest as may be claimed pursuant to statutory and case law in the above-referenced property.
3. 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."
4. That the Claimant furnished extra labor and material to said premises for the agreed sum of \$2,618.35.
5. 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-referenced property and improvements.
6. That the Claimant substantially completed all required of it on Unit 5H on June 20, 2001.

LEADS CONSTRUCTION, INC., an Illinois corporation

BY: Joseph P. Blunt

State of Illinois )  
County of DuPage ) ss

The undersigned having first been duly sworn on 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.

Joseph P. Blunt

SUBSCRIBED AND SWORN TO  
before me this 23<sup>rd</sup> day May, 2003.

Carrie L. Mitchell  
Notary Public



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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WWW.LEADSCC.COM

1340 INTERNATIONALE PARKWAY, SUITE 100 WOODRIDGE, IL 60517 ☎ (630) 685-5300 ☎ (630) 685-5301

May 31, 2001

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

Res. Ph.: (630) 420-0043

**REPAIR PROPOSAL**

LEADS CONSTRUCTION COMPANY, INC., proposes to furnish labor and material to repair 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  
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 A**

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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 pad  
 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 Leads 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

ACCEPTED:

LEADS CONSTRUCTION COMPANY, INC.

Joe Pluth  
 Joe Pluth,  
 Account Representative

5-31-01  
 Date

ACCEPTED:

Ron Swanson  
 Ron Swanson,  
 Owner

6/4/01  
 Date

Thomas Borden  
 Tom Borden,  
 Owner

6/6/01  
 Date