



**STATEMENT OF CLAIM  
FOR MECHANICS LIEN**

**IN THE OFFICE OF THE RECORDER OF DEEDS  
COOK COUNTY, ILLINOIS**

Environmental Remediation Services, Inc., )  
an Indiana corporation doing business as )  
ERS of Illinois, Inc., )  
)

Claimant, )  
)

vs. )

Claim for Lien in the Amount of  
\$5,011.81 plus accruing interest  
and attorney's fees

OTG 2, LLC, FFCA ACQUISITION )  
CORPORATION, OTG, INC, LASALLE )  
NATIONAL BANK ASSOCIATION and )  
CLARK RETAIL ENTERPRISES, INC., )  
)

Respondents. )

STATE OF ILLINOIS )  
) SS  
COUNTY OF COOK )

The undersigned Claimant, by its duly authorized agent, makes the following statement and claims a mechanic's lien under the Illinois Mechanics' Lien Act, and state(s):

1. The real property commonly known as 1733 Oakton Street, Des Plaines, Cook County, Illinois, (a/k/a Clark Store No. 924) is now jointly owned by OTG 2, LLC, FFCA Acquisition Corporation, OTG, Inc., LaSalle National Bank Association and Clark Retail Enterprises, Inc. ("Respondent") and is legally described as follows:

Lots 1, 2, 3, 4 and 5 in Block 3 in White's Riverview Addition, a subdivision of the Northwest ¼ of the Northwest ¼ of Section 28, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax ID No.: 09-28-102-055

2. The said property was owned by Respondent on August 7, 2002, September 13, 2002 and October 28, 2002, when the undersigned Claimant made written contracts with Clark Retail Enterprises, Inc., a duly authorized agent of Respondent, who was then authorized and was knowingly permitted by Respondent to make said contracts and to make the improvements hereinafter described on the said property, by which contracts Claimant agreed to provide

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environmental sampling and testing of groundwater, generating reports thereof, installation and sampling of a well and remediation services at said property, as set forth in the contracts, at the price of \$9,759.00, plus any extras that might be contracted for from time to time, said sums to be payable upon completion of the work.

3. Claimant has completed the furnishing of all said labor and services required by its said contracts.

4. All of said labor and services so furnished and delivered by Claimant were furnished and delivered to, and made in and about, for the improvement of the said property and of said building and other improvements thereon; the last of said labor and services, including extras, was so furnished, delivered and performed and performance of said contracts was completed on or about October 9, 2002.

5. There is now justly due and owing Claimant, for the furnishing, delivery and performance of the said labor and services, as aforesaid, including all extras, after allowing to the Respondent all credits, deductions and setoffs, the sum of \$5,011.81 plus accrued interest and attorneys' fees, all of which remains due and unpaid which Respondent neglects and refuses to pay though requested by Claimant.

6. The above-named Claimant now claims a lien upon the said property and all improvements thereon, against all persons interested, and also claims a lien upon the moneys or other consideration due, from said Respondent to Claimant, in the sum of \$5,011.81, together with accruing interest and attorney's fees, according to the Mechanics Lien Act, 770 ILCS 60/0.01 et seq.

Environmental Remediation Services, Inc.,  
an Indiana corporation doing business as  
ERS of Illinois, Inc.

By: Rod M. Wilson  
Rod M. Wilson  
Its: Vice-President

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## NOTARY

STATE OF Indiana )  
 ) SS  
 COUNTY OF Allen )

I, the undersigned, being duly sworn, on oath says that **Rod M. Wilson** is the duly authorized agent for Environmental Remediation Services, Inc., an Indiana corporation doing business as ERS of Illinois, Inc. lien claimant herein; that he has knowledge of the facts; that he has read and subscribed the foregoing statement of claim for lien, and knows the contents thereof, and the same are true, in substance and in fact.

Subscribed and Sworn to before me this 15<sup>th</sup> day of July, 2003.

Jennifer L. Potter  
 Notary Public Resident of Whitley County, Indiana

Commission Expires: January 3, 2007

**This Instrument was Prepared by and should be RETURNED TO:**

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