

# UNOFFICIAL COPY

MECHANICS LIEN: NOTICE & CLAIM

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )



0324132101

Eugene "Gene" Moore Fee: \$18.50  
Cook County Recorder of Deeds  
Date: 08/29/2003 11:34 AM Pg: 1 of 3

## MECHANICS LIEN: NOTICE & CLAIM

MASONRY COMPANY, INC.  
**CLAIMANT**

vs.

NORTH STAR TRUST CO. AS TRUSTEE OF TRUST NUMBER 00-2795  
CONSTRUCTION SERVICES INTERNATIONAL, INC.  
BARCLAY'S INVESTMENT HOLDINGS, L.L.C.  
CIB BANK  
AMEC  
CITY OF CHICAGO, A MUNICIPAL CORP.  
BEHROOZ MORADI  
ROMEL ESMAIL  
BASSAM HAJ YOUSIF  
AND ALL UNKNOWN OWNERS AND NON-RECORD CLAIMANTS  
**DEFENDANTS**

The Claimant, Masonry Company, Inc., an Illinois corporation of Chicago, County of Cook, State of Illinois, hereby files its subcontractor's notice and claim for Mechanics Lien on the Real Estate as hereinafter described and against the interests of the following entities in the Real Estate: North Star Trust Co. as trustee of Trust No. 00-2795, of Chicago, County of Cook, State of Illinois, under the provisions of a certain trust agreement dated August 9, 2000 and/or August 15, 2000 as owner (hereinafter referred to as "Owner" or "Trust") of the Real Estate, Construction Services International, Inc., contractor, of Chicago, County of Cook, State of Illinois, as well as all other beneficiaries, beneficial, equitable or legal owners of the Trust and those who may have any interest in the Real Estate including Barclay's Investment Holdings, L.L.C. and CIB Bank, lenders, and Bassam Haj Yousif, Romel Esmail, AMEC, Behrooz Moradi, City of Chicago AND ALL UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, and any persons claiming to be interested in the Real Estate herein by, through, or under the Owner.

Claimant states as follows:

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1. That from June 26, 2002, to date, and at all relevant times hereto, the Owner owned the following described land in fee simple title, together with the buildings, tenements, improvements and appurtenances thereon ("Real Estate"), in the County of Cook, State of Illinois:

- A. Street Address: 54 East Scott St., Chicago, Illinois
- B. a/k/a: Permanent Real Estate Tax Number: 17-03-110-006-0000
- C. a/k/a: Legal Description:

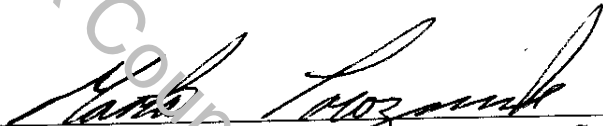
LOT 8 IN BLOCK 6 IN STONE'S SUBDIVISION OF ASTOR'S  
ADDITION TO CHICAGO, SAID ADDITION BEING A  
SUBDIVISION OF PART OF THE NORTHWEST  
FRACTIONAL ¼ OF SECTION 3, TOWNSHIP 39 NORTH,  
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN  
COOK COUNTY, ILLINOIS.

2. On or about June 26, 2002, the Claimant, a subcontractor, made a contract with the General Contractor, Construction Services International, Inc. (hereinafter referred to as "Contractor"), which was the Owner's contractor for the improvements on the aforesaid Real Estate and where said contract between the Contractor and the Claimant was done with the knowledge, permission, authorization and/or consent of the Owner.
3. The Claimant agreed to provide under its contract with Contractor all masonry demolition, labor, equipment, tools, supervision and material to complete masonry work in accordance with the contract for a building located on the Real Estate for the original contract amount of eight hundred sixty-seven thousand dollars (\$867,000).
4. On or about January 30, 2003, the Claimant and Contractor agreed to a change order to the original contract where Claimant would additionally provide installation of a steel support beam for a building situated on the Real Estate for the additional sum of one thousand six hundred thirty-six dollars and fifty cents (\$1,636.50).
5. On or about April 25, 2003, the Claimant and Contractor agreed to another change order to the original contract where Claimant would additionally provide extra patching and tuckpointing work on the West, East and South walls for a building situated on the Real Estate for the additional sum of two thousand two hundred and fifty dollars (\$2,250).
6. On or about April 25, 2003, the Claimant and Contractor agreed to another change order to the original contract where Claimant would additionally provide the infilling of fireplace openings on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floors for a building situated on the Real Estate for the additional sum of four thousand one hundred and thirty-two dollars (\$4,132).
7. On or about May 29, 2003, the Claimant and Contractor agreed to another change order to the original contract where Claimant would additionally provide 4<sup>th</sup> floor additional masonry work to the exterior walls for a building situated on the Real Estate for the additional sum of twenty seven thousand nine-hundred and eighty two dollars (\$27,982).
8. On or about July 3, 2003, the Claimant and Contractor agreed to another change order to the original contract where Claimant would additionally take out and then fill in the basement windows with blocks and install a beam on the west side of the 2<sup>nd</sup> floor for a building situated on the Real Estate for the additional sum of seven thousand one hundred and eighty-nine dollars (\$7,189).

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9. On or about July 7, 2003, the Claimant and Contractor agreed to another change order to the original contract where Claimant would additionally provide laborers for cleaning up and demobilization and a driver for a forklift removal for a building situated on the Real Estate for the additional sum of one thousand seven hundred and fifty-six dollars (\$1,756).
10. All of the above-mentioned change orders were done with the knowledge, permission, authorization and/or consent of the Owner.
11. All of the Claimant's labor, material and services provided a permanent improvement to the aforesaid Real Estate.
12. Claimant last performed work under the contract on or about June 20, 2003, upon which the Claimant completed thereunder all that was required under its contract with Contractor to that date.
13. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of nine hundred eleven thousand nine hundred and forty-five dollars and fifty cents (\$911,945.50), which principal amount bears interest at the statutory rate of ten percent (10%) per annum. Claimant claims a lien on the Real Estate (including all land, buildings, tenements, improvements and appurtenances thereon the land) in the amount of nine hundred eleven thousand nine hundred and forty-five dollars and fifty cents (\$911,945.50), plus interest and on the moneys or other considerations due or to become due to Contractor from the Owner.

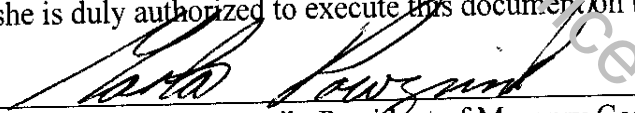
DATED this 28<sup>th</sup> day of August 2003

SIGNED   
Marta Powroznik, President of Masonry Company, Inc.

STATE OF ILLINOIS )  
) SS.  
COUNTY OF COOK )

### VERIFICATION

The affiant, Marta Powroznik, being first duly sworn on oath, deposes and states that she is the President of Masonry Company, Inc., an Illinois Corporation, that she has read the foregoing notice and claim for Mechanic's Lien and knows the contents thereof, that all the statements therein contained are true and that she is duly authorized to execute this document on behalf of Masonry Company, Inc.

SIGNED   
Marta Powroznik, President of Masonry Company, Inc.

Subscribed and sworn to before me on August 28, 2003.

  
NOTARY PUBLIC

Prepared by and mail to:  
Law Office of John S. Xydakis, P.C.  
6839 S. Archer Ave.  
Chicago, IL 60638

