



Doc#: 0324647176  
Eugene "Gene" Moore Fee: \$20.00  
Cook County Recorder of Deeds  
Date: 09/03/2003 02:22 PM Pg: 1 of 6

**SUBCONTRACTORS  
NOTICE & CLAIM FOR  
MECHANICS LIEN**

STATE OF ILLINOIS            }  
  } SS  
COUNTY OF DUPAGE        }

IN THE OFFICE OF THE  
RECORDER OF DEEDS  
OF COOK COUNTY

SOUMAR MASONRY RESTORATION, INC.  
**CLAIMANT**

-VS-

BGP LINCOLN VILLAGE, LLC  
TERRACO INC.  
NATIONAL CITY BANK OF MICHIGAN / ILLINOIS  
OSMAN CONSTRUCTION CORPORATION  
DESIGN GROUP SIGNAGE CORP.  
UNKNOWN OWNERS  
NON-RECORD CLAIMANTS  
**DEFENDANT**

The claimant, SOUMAR MASONRY RESTORATION, INC., an Illinois Corporation ("Claimant"), hereinafter referred to as ("Soumar"), with an address at 1035 S. Route 83, Elmhurst, Illinois 60126, hereby files its Subcontractor's Notice and Claim for Mechanics Lien on the Real Estate (as hereinafter described) and on all funds held in connection with the improvements constructed on the Real Estate, and against **BGP Lincoln Village, LLC**, c/o Andy S. Gussis, Registered Agent of 1144 W. Fulton, Suite 200, Chicago, Illinois 60607, and **Terraco, Inc.**, of 8707 Skokie Blvd., Skokie, Illinois 60077, (hereinafter collectively referred to as "Owner(s)"), and **National City Bank of Michigan / Illinois**, ("Lender") of 1 North Franklin, Chicago, Illinois 60606, and **Osman Construction Corporation**, ("Contractor") of 70 W. Seegers Rd., Arlington Heights, Illinois 60005, and **Design Group Signage Corp.** ("Subcontractor") of 265 Old Higgins Rd., Des Plaines, Illinois 60018, Unknown Owners and Non-Record Claimants, and against the interest of 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 April 25, 2003, **Owner(s)** owned title to the real estate (including all land and improvements thereon) (the "Real Estate") in Cook County, Illinois, located at Lincoln Village, (Lincoln Avenue & McCormick Blvd.), Chicago, Illinois, and legally described as follows:

SEE EXHIBIT "A" LEGAL DESCRIPTION (Attached)

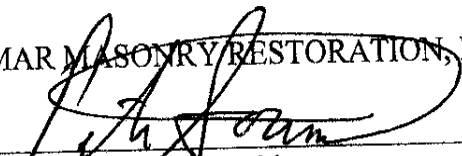
PERMANENT REAL ESTATE INDEX NO(S): 13-02-220-027, 028, 035 and 13-02-220-035-8002

13-02-220-027, 028, 035 and 13-02-220-035-8002

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2. That BGP Lincoln Village, LLC was Owner or Owners agent thereof for the improvements at the Real Estate.
3. That Osman Construction Corporation, ("Osman") was Owners Contractor for the improvements at the Real Estate.
4. That Osman entered into a Subcontract with Design Group Signage Corp., ("Design Group") for the Construction of a sign at the Real Estate.
5. That **Design Group** entered into a Sub-Subcontract with **Soumar**, whereby Claimant agreed to furnish Concrete material and labor and masonry labor to **Design Group** in exchange for payment in the original Contract amount of Fifteen Thousand, Eight-Hundred Dollars & 00/100, (\$15,800.00).
6. That the Contract was entered into between **Osman** and **Design Group** with the full knowledge and consent of the Owner(s). Alternatively, the Owners specifically authorized **Osman** to enter into Contracts for, and in said improvement of the Real Estate. Alternatively, the Owner(s) knowingly permitted **Osman** to enter into Contracts for, and in said improvement of the Real Estate.
7. That the Contract was entered into between **Design Group** and **Soumar** with the full knowledge and consent of the Owner(s). Alternatively, the Owner(s) specifically authorized, and did knowingly permit **Osman** and it's Subcontractors to enter into Contracts for, and in said improvement of the real estate.
8. That Claimant furnished Extra Labor and Materials to Owner in the amount of \$4,680.00.
9. That on May 7, 2003, Claimant completed substantially all work to be performed under the Sub-Subcontract.
10. That **Design Group** is entitled to credits for payments in the amount of \$ .00.
11. As of the date hereof, there is due, unpaid and owing to Claimant, after allowing credits for payments by **Design Group**, the principal sum of Twenty Thousand, Four-Hundred and Eighty Dollars & 00/100, (\$20,480.00), for which, with interest, Claimant claims a lien on the Real Estate and on the monies or other consideration due, or to become due from Owner(s) to **Osman Construction Corporation** and to **Design Group Signage Corp.**

Dated: August 28 2003

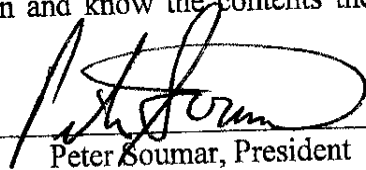
SOUMAR MASONRY RESTORATION, INC.  
 By:   
 Peter Soumar, President

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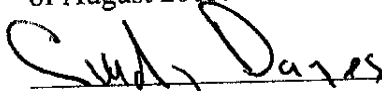
## VERIFICATION

State of Illinois }  
 } SS.  
 County of Dupage }

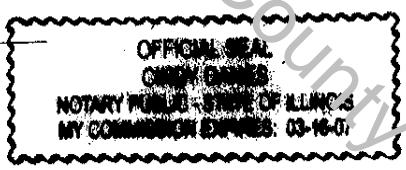
I, Peter Soumar, being first duly sworn on oath, depose and state that I am President for Claimant, Soumar Masonry Restoration, Inc., an Illinois corporation, that I am authorized to execute this Subcontractor's Notice and Claim of Mechanics Lien on behalf of Claimant, that I have read the foregoing Subcontractor's Notice and Claim for Mechanics Lien and know the contents thereof, and the statements contained therein are true.

  
 \_\_\_\_\_  
 Peter Soumar, President

Subscribed and Sworn to  
 before me this 28 day  
 of August 2003.

  
 \_\_\_\_\_  
 Notary Public

*Notary Seal*



My Commission Expires: 3-16-07

**THIS INSTRUMENT WAS PREPARED BY AND  
 AFTER RECORDING SHOULD BE RETURNED TO:**

Mr. Pete Soumar  
 Soumar Masonry Restoration, Inc.  
 1033 S. Route 83  
 Elmhurst, Illinois 60126

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## EXHIBIT "A" Legal Description

### PARCEL 1:

THAT PART OF THE NORTHEAST FRACTIONAL  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED, THENCE NORTH WESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTERLINE OF LINCOLN AVENUE, 168.8 FEET THENCE EAST 679.50 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 918.73 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE EXTENDED NORTH; THENCE NORTHWESTERLY 20.90 FEET ALONG THE CENTER LINE OF LINCOLN AVENUE TO A POINT; THENCE NORTHEASTERLY 53 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING, BEGINNING AT AFORESAID DESCRIBED POINT; THENCE NORTHEASTERLY 118.80 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY 93.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES 16 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 130 DEGREES 44 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE NO. E-271453, CIRCUIT COURT OF COOK COUNTY, ILLINOIS.

ALSO EXCEPT THAT CONVEYED BY DEED RECORDED AUGUST 3, 2001 AS DOCUMENT NO. 0010707219 TO THE PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR HIGHWAY PURPOSES.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DEFINED IN AN EASEMENT AGREEMENT DATED JULY 18, 1984 AND RECORDED JANUARY 10, 1985 AS DOCUMENT NO. \_\_\_\_\_, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, UPON AND

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ACROSS THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF KIMBALL AVENUE (McCormick Boulevard), NORTHEASTERLY OF THE CENTER LINE OF LINCOLN AVENUE AND WESTERLY OF THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO DESCRIBED AS FOLLOWS: BEING A STRIP OF LAND 12 FEET WIDE AS MEASURED AT RIGHT ANGLES, LYING NORTH OF THE FOLLOWING DESCRIBED LINES: BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SANITARY DISTRICT OF CHICAGO 918.73 FEET NORTHWESTERLY OF THE CENTER LINE OF LINCOLN AVENUE; THENCE NORTH 90 DEGREES WEST 585.57 FEET TO A POINT OF TERMINATION OF SAID LINE ON THE EASTERLY LINE OF MCCORMICK BOULEVARD, 230.13 FEET NORTHERLY OF THE CENTER LINE OF LINCOLN AVENUE, AS MEASURED ALONG THE EASTERLY LINE OF MCCORMICK BOULEVARD; AND BOUNDED ON THE EAST BY THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO AND ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF MCCORMICK BOULEVARD, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LEASEHOLD ESTATE AS CREATED, LIMITED AND DEFINED IN THE LEASE DATED AUGUST 15, 1985 BETWEEN THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND LINCOLN VILLAGE ASSOCIATES (which lease is coincidentally disclosed of record by attachment as Exhibit "a" to the instrument recorded as Document No. 88-177351) AS SAID LEASE WAS AMENDED BY THAT CERTAIN SUBLEASE AND CONSENT INSTRUMENT EXECUTED BY SAID PARTIES AND LINCOLN VILLAGE INVESTMENTS WHICH WAS DISCLOSED OF RECORD BY THE MEMORANDUM THEREOF RECORDED AS DOCUMENT NO. 88-119669, SAID LEASE HAS SUBSEQUENTLY BEEN FURTHER AMENDED BY THE ASSIGNMENT AND ASSUMPTION OF LEASE AND SECURITY DEPOSIT DATED JUNE 25, 1996, BETWEEN LINCOLN VILLAGE ASSOCIATES AND LINCOLN VILLAGE INVESTMENTS LIMITED PARTNERSHIP AND THE CONSENT TO ASSIGNMENT OF LEASE BETWEEN SAID PARTIES AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO DATED AS OF AUGUST 8, 1996, WHICH WERE COLLECTIVELY RECORDED NOVEMBER 24, 1999 AS DOCUMENT NO. 09-105,863. SAID LEASE AS SO AMENDED DEMISED PARCELS A, B AND C DESCRIBED AS FOLLOWS FOR A TERM EXPIRING ON JULY 31, 2010.

PARCEL A:

A PARCEL OF LAND LYING IN THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST  $\frac{1}{4}$  AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 10 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE 462.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 115.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL; THENCE NORTH 9 DEGREES 05 MINUTES 31 SECONDS WEST, ALONG SAID WESTERLY LINE, 275.00 FEET; THENCE NORTH 50 DEGREES 51 MINUTES 25 SECONDS EAST, 115.00 FEET; THENCE SOUTH 90 DEGREES 43 MINUTES 31 SECONDS EAST 275.01 FEET; THENCE SOUTH 13 DEGREES 49 MINUTES 15 SECONDS WEST, 93.07 FEET TO THE POINT OF BEGINNING.

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**PARCEL B:**

A PARCEL OF LAND LYING IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST ¼ AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, 577.72 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL; THENCE NORTH 9 DEGREES 8 MINUTES 31 SECONDS WEST, ALONG SAID WESTERLY LINE 275.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 9 DEGREES 08 MINUTES 31 SECONDS WEST, 285.00 FEET; THENCE NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, 116.00 FEET; THENCE SOUTH 8 DEGREES 32 MINUTES 20 SECONDS EAST, 285.00 FEET; THENCE SOUTH 80 DEGREES 51 MINUTES 29 SECONDS WEST, 115.00 FEET TO THE POINT OF BEGINNING.

**PARCEL C:**

A PARCEL OF LAND LYING IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST ¼ AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE 577.72 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL; THENCE NORTH 9 DEGREES 08 MINUTES 31 SECONDS WEST, ALONG SAID WESTERLY LINE, 560.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 9 DEGREES 05 MINUTES 11 SECONDS WEST 285.00 FEET; THENCE NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, 145.00 FEET; THENCE SOUTH 8 DEGREES 44 MINUTES 24 SECONDS EAST, 285.01 FEET; THENCE SOUTH 80 DEGREES 51 MINUTES 25 SECONDS WEST, 143.00 FEET TO THE POINT OF BEGINNING.

ALL OF SAID PARCELS, A B AND C BEING IN COOK COUNTY, ILLINOIS.