

**MECHANICS LIEN
CLAIM**

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Doc#: 0330448128
Eugene "Gene" Moore Fee: \$19.00
Cook County Recorder of Deeds
Date: 10/31/2003 01:31 PM Pg: 1 of 5

STATE OF ILLINOIS
COUNTY OF COOK

ITALIA MARBLE AND TILE INC

CLAIMANT

VS.

**CANYON DEVELOPMENT COPR.
&
MR AND MRS KNIPPER**

DEFENDANTS


ITALIA MARBLE AND TILE INC, SUB-CONTRACTOR, of, 4751 N. REDWOOD DR, NORRIDGE, IL 60706, files a claim for a mechanic's lien against Mr and Mrs Knipper 1400 LINCOLN, MT. PROSPECT, Cook County, Illinois, and states:

1. On 9-23, 2003, Mr and Mrs Knipper were the owners of the following described land in state of Illinois: (see attached legal description)

2. On 9-23, 2003, SUB-CONTRACTOR made a contract with **CANYON DEVELOPMENT COPR. of 668 PEARSON ST., #10, DES PLAINES, IL 60016** Contactor, to PROVIDE FLOOR COVERING SERVICES, MATERIALS AND LABOR on the land for \$ 7,540.00 and on 10-20,2003, completed the CONTRACT.

3. Attached hereto and made a part hereof as Exhibit "A" is a copy of Sub-Contractors Invoice setting forth the nature and terms of said contract.

4. Owner is entitled to credits on account as follows: \$ 0.00, leaving due, unpaid and owing to SUB-CONTRACTOR, after allowing all credits, a balance of \$7,540.00, for which SUB-CONTRACTOR claims a lien on the land and improvements.


_____, DATED: 10-30, 2003
ITALIA MARBLE AND TILE INC.
BY: ORONZO E. DENIGRIS, AUTHORIZED AGENT.

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STATE OF ILLINOIS)
) ss
 County of Cook)

I, ORONZO E. DENIGRIS, being duly sworn, on oath state that I am an authorized agent of ITALIA MARBLE AND TILE INC. AND the above statement of claim for lien, subscribed by me, is true. I further state that the materials, labor, and services described were furnished to OWNERS AND CONTRACTOR at the times and prices stated, and that there is now due to SUB-CONTRACTOR the amount of money stated. I further state that the above is a true statement of the material, labor, and service furnished and performed as set forth.

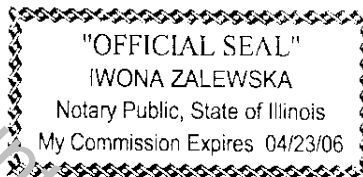
Oronzo E. Denigris

AFFIANT

Signed and sworn to before me on
10-30, 2003

Iwona Zalewska

 [Notary Public]



Prepared by/Mail To:

P. Pat Cantarelli, Esq.
 7550 W. Belmont Ave
 Chicago, IL 60634
 (773) 237-3500

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LEGAL DESCRIPTION

PROPERTY ADDRESS: 1400 W. Lincoln St., Mount Prospect, IL 60056

PROPERTY INDEX NUMBER (PIN): 08-11-104-022-0000

LOT 6 IN BLOCK 3 IN RIVERDALE ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 8, 1953, AS DOCUMENT NUMBER 1487631.

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ITALIA MARBLE & TILE IMPORTS, inc.

9416 W. Irving Park Road
Professional Installation and Custom Fabrication
Schiller Park, IL 60176

Telephone (847) 671-9605
Fax (847) 671 9618

PROPOSAL

Canyon Development Corp.
668 Pearson St. Suite 10
Des Plaines, IL 60016

Date: 9/19/03
Re: Kitchen Tops in Granite
1400 Lincoln St., Mt. Prospect

Proposal #91903

Fabrication and installation of kitchen counter tops in Granite
3cm _____, full bullnose edge, undermount sinks,
cooktop cutout, standard splashes. _____ \$7,540.00

Material selected by owner at U.S. Granite Co., Des Plaines.

Terms Of Payment
50% Down
50% On Completion

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ITALIA MARBLE AND TILE IMPORTS INC.

9416 W. Irving Park Road
Schiller Park, IL 60671
Phone : (847) 671-9605
Fax : (847) 671-9618

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- 1. NOTE MARBLE, GRANITE, AND LIMESTONE ARE SUBJECTED TO VARIATION IN COLOR AND GRAIN AS STONE IS A PRODUCT OF NATURE AND ARE NOT TO BE CONSIDERED LATENT DEFECTS.
- 2. NO CLAIMS AFTER MATERIAL IS INSTALLED.
- 3. ACCOUNTS REQUIRING ADDITIONAL COLLECTION EFFORTS WILL BE RESPONSIBLE FOR COST OF COLLECTION INCLUDING REASONABLE ATTORNEY FEES.

ALL NEGOTIATIONS AND AGREEMENTS PRIOR TO DATE OF THIS MEMORANDUM ARE MERGE HEREIN WE HAVE READ AND FULLY UNDERSTOOD THIS AGREEMENT.

IN CONSIDERATION WHEREOF, THE SAID BUILDER AGREES THAT HE WILL PAY TO THE SAID SUB-CONTRACTOR, FOR SAID MATERIALS AND WORK, THE SUM OR SUMS STATED IN THE EXECUTED PROPOSAL.

TERMS OF PAYMENT


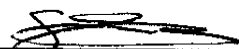

DEPOSIT FOR MATERIAL (50% Down Payment)	CK#: <u>3640</u>	DATE <u>9/24/03</u>	\$3,770.00
BALANCE (50% Upon Completion of Job)	CK#: _____	DATE _____	\$3,770.00

ESCROW # : -----DRAW # -----

The builder and the Sub-contractor for themselves, their successors, executors, owner, administrator and assigns, hereby agree to full performance of full performance of the covenants of this agreement.

IN WITNESS WHEREOF, they have executed this agreement the day and date written above.

WITNESS:

		DATE <u>9/22/03</u>
Italia Marble & Tile Imports, Inc.	Sub-contractor	
		DATE <u>9/23/03</u>
OWNER/CONTRACTOR		DATE

NOTE: No work will commence without a signed contract and a 50% deposit.