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**ORIGINAL CONTRACTOR'S
CLAIM FOR MECHANICS LIEN**



Doc#: 0403732114
Eugene "Gene" Moore Fee: \$18.00
Cook County Recorder of Deeds
Date: 02/06/2004 03:57 PM Pg: 1 of 4

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The Claimant, Giortsen Co. of Illinois, and Illinois Corporation (Claimant), with an address at 3995 Commercial Avenue, Northbrook, Illinois, 60662, hereby files its original contractor's claim for mechanics lien on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate (Owner):

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 March 8, 2002, and subsequently, Owner owed fee simple title to the Real Estate (including all land and improvements thereon) (Real Estate) in Cook County, Illinois, commonly known as 1555 W. 44th Street, Chicago, IL 60609, and legally described as follows:

That Part of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning on the South Line of said Northwest 1/4 of the Southwest 1/4 of Section 5, at a point which is 746.47 feet East of the Southwest Corner of said Northwest 1/4 of the Southwest 1/4 of Section 5, and running thence West along said South Line, a distance of 571.47 feet to its intersection with the East line of the West 175 feet of said Northwest 1/4 of the Southwest 1/4 of Section 5, a distance of 15.81 feet; thence North along a line 140.81 feet East from and parallel with the East line of South Ashland Avenue, as widened, (said East line being a line 50 feet East from and parallel with the West line of said Southwest 1/4 a Distance of 253.09 Feet, to its intersection with a line 691.40 feet, (measured along said East line of South Ashland Avenue, as Widened) South from and parallel with the North line of said Southwest 1/4 of Section 5, thence East along a straight line, (the Easterly Terminus of Which is a point 688.40 feet South from the North line and 394.09 feet West from the East line of said Northwest 1/4 of the Southwest 1/4 of Section 5) a distance of 555.66 feet to its intersection with a line which is 746.47 feet East from and Parallel with the West line of said Northwest 1/4 of the Southwest 1/4 of Section 5; and thence South along said last described parallel line, a distance of 634.77 feet, to the point of beginning, all in Cook County, Illinois.

The permanent real estate tax number is 20-05-300-025-0000.

2. Claimant that made a contract (Contract) dated March 8, 2002, with Edsal Manufacturing Co., Inc. Co. ("Edsal") under which Claimant agreed to provide all necessary labor,

**RETURN TO
LOCKBOX 266**

02/06/2004 FRI 15:00

FAX 8475041927 GIERTSEN COMPANY OF ILLINOIS CHARLIE PHILBRICK

003/004

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2. Claimant that made a contract (Contract) dated March 8, 2002, with Edsal Manufacturing Co., Inc. Co. ("Edsal") under which Claimant agreed to provide all necessary labor, material and work to repair damage caused by wind. A copy of the contract is attached hereto as Exhibit A.

3. The contract was entered into by Edsal as Owner or as Owner's agent, and the work was performed with the knowledge and consent of Owner. Alternatively, Owner authorized Edsal to enter into the contract. Alternatively, Owner knowingly permitted Edsal to enter into the contract for the improvement of the Real Estate.

4. Claimant performed additional work in the amount of \$ NA at the request of Edsal, as Owner's agent or as an entity authorized by Owner or knowingly permitted by Owner.

5. Claimant last performed work under the Contract on October 31, 2003.

6. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$391,708.04, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$391,708.04 plus interest.

Dated: February 6, 2004

GIERTSEN CO. OF ILLINOIS

By: 

Richard Giertsen, Jr.
President

This document has been prepared by and after recording should be returned to:

Charles L. Philbrick
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603

PROPERLY FILED IN COOK COUNTY CLERK'S OFFICE

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VERIFICATION

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

Richard Giertsen, Jr. being first duly sworn on oath, states that he is President of Claimant, Giertsen Co. of Illinois, and Illinois Corporation, that he is authorized to sign this verification to the foregoing original contractor's claim for mechanics lien, but his read the original contractor's claim for mechanics lien, and that the statements contained herein are true.

[Handwritten Signature]
Richard Giertsen, Jr.

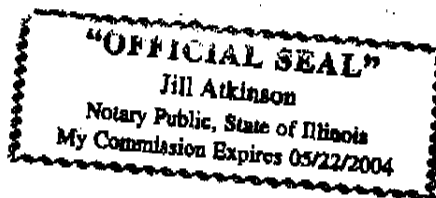
Subscribed and sworn before me
this 02 day of February, 2004

[Handwritten Signature]

Notary Public

My commission expires 5-22 2004

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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WORK AUTHORIZATION

Date of Agreement: 7/5/03
Between the Contractor

and Property Owner:

Giertsen Company of Illinois
3995 Commercial Ave.
Northbrook, IL 60062

Name: EDSAL MANUFACTURING Co

Address: 1555 W. 44TH ST

24 Hr. Number: (847) 504-1918

City, State, Zip: Chicago, IL 60609

The undersigned is the Property Owner/Agent (hereinafter referred to as "Owner"), and authorizes Giertsen Company of Illinois (hereinafter referred to as "Contractor") to repair damage caused by WLD to Owner's Property located at: 1555 W. 44TH ST Chicago IL on or about 7/5/03; in accordance with Contractor's estimate \$ / name EDSAL as well as any supplemental estimates prepared by Contractor and approved by the Adjuster for Owner's insurance carrier, and any additional change orders approved by Owner and Contractor.

Owner's insurance carrier is: Chubb (hereinafter referred to as "Company")

Owner irrevocably directs Company to pay all proceeds to Contractor, in excess of the deductible and payable under Owner's policy, directly to Contractor. This direction requires Company to place Contractor's name on all insurance settlement checks due owner on this claim. If Owner's name is included on the payment from Company, Owner shall promptly endorse payment over to Contractor. In the event Owner fails to or refuses to endorse any such payment as set forth above, Owner does hereby irrevocably appoint Contractor as Owner's attorney in fact for such endorsement. Contractor as Owner's attorney in fact may then endorse over said payment to itself. Owner understands that Contractor has no connection with Owner's insurance company or its adjuster and that Owner alone has the authority to authorize Contractor to make said repairs.

Owner's Mortgage Company is: _____

Owner does hereby request the above stated mortgage company to protect the interest of the Contractor in handling the loss draft or check. Owner's deductible amount is \$ _____ and Owner agrees to pay said sum to Contractor upon the execution of this Work Authorization.

Owner directs above stated mortgage company to protect the interest of the Contractor by endorsing insurance drafts and returning directly to Contractor or by issuing drafts from insurance proceeds payable to Contractor and mailing directly to contractor. Owner will cooperate with Contractor in getting all forms signed, that mortgage company requires for the release the insurance funds.

Owner shall make payment to Contractor upon substantial completion of the work for estimates that are \$3,500.00 or less. Owner agrees that for projects that are in excess of \$3,500.00, payment draws are to be made upon invoice and are due upon demand. Thereafter, any remaining unpaid amounts due to Contractor shall be paid to Contractor upon substantial completion. Payments shall be considered delinquent if not paid within ten (10) days of due date. Owner shall pay to Contractor interest upon all unpaid amounts which are due and owing beyond ten (10) days at 1-1/2% per month until paid in full.

Owner understands and acknowledges that in order for Contractor to perform its work hereunder, it may be necessary for Contractor to obtain building permits from the Municipality in which the property is located and that in order to obtain such permits and pass inspections required by said Municipality, Contractor may be required to perform additional work to bring the property into compliance with building and/or zoning codes and ordinances.

Owner agrees that any such code upgrades or any other additional work, which is not covered by insurance proceeds, shall be paid for by the Owner to the Contractor pursuant to the following schedule; 50% of the cost shall be paid by Owner to Contractor upon execution of the appropriate change order, and the remaining 50% and all other costs of such additional work shall be paid by Owner to Contractor upon substantial completion.

The terms and conditions set forth on the reverse side hereof are incorporated herein as a part of this Work Authorization and are agreed to by the Parties.

Agreed to on this date: 7/5/03

Contractor: _____
Title: _____

Property Owner(s): John St. ... (AGENT OF EDSAL)
BURR SAITZ