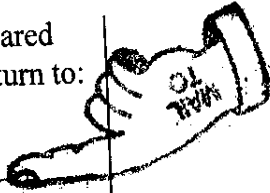


# UNOFFICIAL COPY



This instrument was prepared  
by and after recording return to:

Steven P. Rouse  
Menges & Molzahn, LLC  
20 N. Clark, Suite 2300  
Chicago, IL 60602



Doc#: 0406222212  
Eugene "Gene" Moore Fee: \$27.50  
Cook County Recorder of Deeds  
Date: 03/02/2004 04:32 PM Pg: 1 of 13

## CONTRACTOR'S NOTICE AND CLAIM FOR LIEN

State of Illinois )  
County of Cook )

The claimant, Unitec Elevator Services Company d/b/a ACM Elevator Company ("Claimant"), of Des Plaines, Illinois, hereby files its notice and claim for lien against Mallers Building Limited Partnership, an Illinois limited partnership ("Former Owner"), Mallers Building L.L.C., an Illinois limited liability company ("Owner") and any person claiming an interest in the land and improvements described below by, through or under the Contract, or as Owner, Contractor, Subcontractor or Creditor and states:

That on March 13, 2003, the Owner owned certain land described on Exhibit A attached hereto and incorporated herein, including all land and improvements thereon, in the County of Cook, State of Illinois (hereinafter, "Premises");

Permanent Index Number: 17-15-101-017-0000  
Common Address: 5 South Wabash, Chicago, Illinois 60603

That on March 13, 2003, said Claimant entered into a written contract with the Owner to perform certain work in connection with the elevators in the Premises, including the modification work on the elevator(s) ("Contract") Please see Exhibit B, Contract.

That on a date uncertain but after March 13, 2003 Former Owner conveyed the Premises to Owner;

Claimant substantially completed 99% of the work pursuant to the Contract on January 28, 2004.

The original Contract price was Three Hundred Fourteen Thousand Eight Hundred Ten Dollars and Forty-Eight Cents (\$314,810.48).

Former Owner and Owner have failed to make any payments to Claimant concerning work performed by Claimant. There currently remains due and payable to Claimant, for current services performed, the sum of Three Hundred Fourteen Thousand Eight Hundred Ten Dollars and Forty-Eight Cents (\$314,810.48), for which, Claimant claims a lien on the Premises and on the moneys or other considerations, due or to become due from Owner under the Contract between Former Owner/Owner and Claimant, and any other person claiming an interest in the Premises by, through or under Subcontractor, Contractor, or Owner, including attorney fees, costs and interest.

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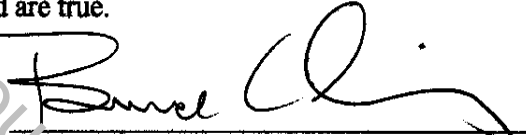
This Contractor's Notice and Claim for Lien consisting of two (2) pages and Exhibit A and Exhibit B is DATED at Chicago, Illinois, this 5<sup>th</sup> day of February, 2004.

UNITEC ELEVATOR SERVICES COMPANY  
d/b/a ACM ELEVATOR COMPANY

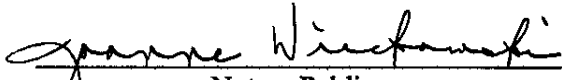
By:   
Bruce Ching, Regional General Manager

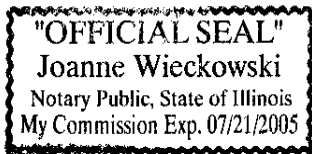
STATE OF ILLINOIS     )  
                                  )     ss.  
COUNTY OF COOK     )

The affiant, Bruce Ching, being first duly sworn on oath, deposes and says that he is the Regional General Manager of Unitec Elevator Services Company d/b/a ACM Elevator Company, the Claimant, that he has been authorized to execute the foregoing Notice and Claim for Lien; that he has read the foregoing Notice and Claim for Lien and knows the contents thereof; and that all the statements therein contained are true.

  
Bruce Ching

Subscribed and sworn to before me this  
5<sup>th</sup> day of February, 2004.

  
Notary Public



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## Exhibit A

### Legal Description

Lots 1, 2, 3, 4, 5 and 6 in Wright and Others Subdivision of Lots 2 and 3 in Block 1 in Fractional Section 15 Addition to Chicago in Township 39 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

Permanent Index Number: 17-15-101-017-0000

Common Address: 5 South Wabash, Chicago, Illinois 60603

# UNOFFICIAL COPY

**Exhibit B**

Contract

*[A large, illegible signature or scribble is present across the center of the page.]*

Property of Cook County Clerk's Office

5 S. Wabash, Chicago, IL 60601  
17-15-101-017-0000

Doc:275088\_1

**UNOFFICIAL COPY**

**ACM ELEVATOR COMPANY**  
**VERTICAL TRANSPORTATION SPECIALISTS**

2293 S. Mt. Prospect Road  
 Des Plaines, IL 60018  
 Tel. 847-390-3720  
 Fax 847-390-3788

March 11, 2003

Mr. Jay Richman  
 Mallers Building  
 67 E. Madison  
 Chicago, Illinois

Re: **MODERNIZATION PROPOSAL**  
 Freight Car #11

Dear Mr. Richman,

In accordance with your request, ACM Elevator Company surveyed your existing elevator equipment concerning your request for a modernization price. Please be aware that ACM Elevator Company only uses "non-proprietary" modernization equipment that can be maintained by any qualified elevator maintenance company.

**SUMMARY**

Engineering and Drawings - By ACM Elevator  
 Permits and Test - By ACM Elevator

**Machine Room**

Hoist Machines and Brakes - Existing  
 Hoist Motors - Existing  
 Brake - Existing  
 Governors - Existing  
 Controllers - New  
 Landing System Tape - New  
 Tach - New

**Hoistway**

Guide Rail brackets/main & cwt - Existing  
 Guide Rails/main & cwt - Existing  
 Limit Switches - New  
 Shackles - New  
 Hoist Cables - New  
 Governor Cables - New  
 Comp Chains - New  
 Counterweight frame - Existing  
 Counterweight shoes - New

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Counterweight	-	Modify	
Wiring Material	-	New	
<b>Entrances</b>			
Frames	-	New	
Doors	-	New Power Operated Doors	
<b>Cab Equipment</b>			
Guide Shoes	-	New	
Power Gates	-	New	
Cab Enclosure	-	New	
<b>Fixtures</b>			
Car Operating Panel	-	New	<i>Keen System used</i>
Car Top Inspection Station	-	New	
Pit Stop Switch	-	New	
Car Position Indicator	-	New	
Remote Position Indicator	-	New	
Hall Stations	-	New	
Fire service switch	-	New	
Access switches	-	New	
Telephone	-	New	
Hoist Guides	-	New	

### Security Station Features

ACM elevator will provide a remote digital system, which includes a CRT and keyboard. All functions will work in conjunction with security features via keyboard activity. The system will allow complete control of the elevator from the security station which include:

- Car call initiation
- Secured car parking
- Door open/door close
- Car position monitoring via CRT
- Automatic and Independent Service feature

Wiring to remote security location to be provided by others.  
All cutting and patching required, provided by owner or agent.

Lead Time - 18 to 20 weeks

The Cost for the above is \$314,810.48

### PREPARATORY WORK BY OWNER

The following preparatory work is to be furnished by Owner:

Provide a complete, properly fire rated hoistway enclosure to meet those codes having jurisdiction of appropriate size with adequate pit depth and overhead clearance. The hoistway to be modified as required to withstand the forces and loads imposed by the operation of the elevator.

Proper supports for guide rails.

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Machine room with illumination in accordance with all code requirements. Machine room door to be self-closing and locking.

Electrical proper to the terminals of the elevator controller with intervening fused disconnects switch located in the machine room.

Separate 110 volt AC 20 Amp circuit in machine as indicated on project drawings and terminated at the elevator controller.

Machine room lighting, with switch properly located and 110 volt AC convenience outlet.

All cutting of walls, floors or partitions and all repairs made necessary by such cutting.

Cutouts in hoistway walls for electrical boxes.

~~Approved fire extinguisher in machine room.~~

Smoke sensors wired to the appropriate terminals of the elevator controller as required by local code.

Grouting of sills and filling of entrance frames in accordance with manufactures labeling requirements.

## PERMITS

Obtain and pay for all necessary Municipal and State permits and make all tests as directed and required by the governing authority. Prepare required plans, elevations and details showing service at each landing and interfaces with other work including loads imposed on structure as required by enforcing authority to obtain installation permits. Owner to obtain any building permit required.

## TERMS OF PAYMENT

~~Twenty five (25%) percent of the contract amount is to be paid upon acceptance.~~ Progress payments equal to 90% of the value of work completed and material delivered to site or other agreed location to be made monthly. Final payment is to be made upon inspection and approval by the City of Chicago.

Payments are due upon presentation of invoice and are considered as late if not paid within thirty days. A late charge at the highest lawful rate is to be added to the contract amount on all invoices not paid within thirty days. ACM reserves the right to discontinue work in the event of bankruptcy or insolvency of the Owner is entitled to cancel this agreement and receive reimbursement for his reasonable and proper cancellation charges.

## DELAYS

Subject to force majeure, if Owner fails to take delivery when tendered Owner to designate a local warehouse or other suitable storage facility where delivery can be made. If Owner does not designate a point of delivery within two weeks of notification of the equipment being ready for shipment ACM to place the equipment in commercial storage at Owner's expense and risk. Payment as herein before detailed to be made upon delivery of the equipment to the storage facility.

Should the work be delayed beyond the agreed upon start date through no fault of ACM Elevator Company the contract amount shall be adjusted to reflect any changes in the hourly rate paid to Elevator Constructors in the locale where the work is to be performed and in the cost of materials not yet purchased

## WORKING HOURS

All work to be performed during the regular working hours of regular working days of ACM. If work is required to be performed at other than the regular hours, the contract amount is to be increased for such hours at ACM's regular billing rate.

## SALES TAX

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The amount of any tax imposed by any existing law on the transfer, use, ownership or possession of the materials described herein is included in the contract price as of the date hereof. Any tax imposed by any future law or any increase in taxes in any existing law to be added to the contract price.

## SITE CONDITIONS

Owner to furnish suitable space for storage of ACM's tools and materials as they arrive and equipment at the site of the work.

## TITLE

ACM to retain title to all equipment and material furnished hereunder until payment has been made in full and reserves the right to retake possession of said equipment and material should Owner default.

## TEMPORARY USAGE

The use of the elevator prior to the inspection and approval of the proper governmental authority is strictly prohibited. Owner agrees to pay for any and all damages or losses incurred by ACM as a result of such usage and to hold ACM harmless for any accident, injury to persons or damage to property resulting from such unauthorized usage.

## DESCRIPTIVE LITERATURE

Any drawings, illustrations or descriptive literature furnished with this agreement are approximate and are submitted only to show the general style, arrangement and approximate dimensions of equipment.

## BUILDING CODES

Any repairs or alterations required to comply with any building code, labor law or other applicable laws other than those specifically described herein are the responsibility of the Owner. If upon completion of the work, the certificate of approval is withheld by authorities by reason of failure of Owner to comply with rules and/or regulations for work not covered by this agreement all payments become due as aforesaid and shall not be withheld.

This agreement includes elevators designed, manufactured and installed in accordance with applicable codes, ordinances and laws in effect the date of the agreement. Should a more restrictive code, ordinance or law become effective after the date of this agreement ACM will submit a proposal to modify the equipment to comply with such new code, ordinance or law.

## INSURANCE

ACM to provide public liability and workmen's compensation insurance for work performed hereunder. The Owner to be responsible for any loss or damage howsoever caused except those losses or damages caused by the direct acts or omissions of ACM. ACM Elevator Company shall not under any circumstances be liable for any losses, expenses (including attorney's fees), demands or claims made by any party because of bodily injury (including death), or property damage, whether arising out of breach of contract, warranty, tort (including negligence), or otherwise, except those directly caused by the acts or omissions of ACM Elevator Company, its agents, servants or employees. In no event shall ACM Elevator Company or its suppliers be liable for consequential, incidental or special damage howsoever caused.

## WARRANTY

All equipment furnished under this agreement is warranted for one (1) year after the date of final inspection of completed elevator by the proper authorities, except vacuum tubes and lamps upon which there is no warranty. There is a 3-month new installation service included. If, within the warranty period, any equipment proves to be defective in material or workmanship (ordinary wear and tear excluded) ACM Elevator Company will, upon examination of the defective component, supply and install an identical or



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substantially similar replacement part or, at its option, repair such part. The replacement or repaired component to be warranted against defects for the unexpired portion of the one year warranty applicable to the equipment.

This warranty is conditioned upon receipt of written notice by ACM Elevator Company of the claimed defect within the warranty period. This warranty shall not be applicable if the equipment has been subject to misapplication, abuse or misuse, including exceeding rated capacity or exposure to abnormal conditions of temperature, moisture dirt or corrosive matter; lack of proper maintenance or repair; tampering, repair or alterations by other than ACM Elevator Company or its authorized representative; if the equipment has been used after the discovery of the defect without ACM Elevator Company's written consent; or if the Owner refuses to permit ACM Elevator Company to examine the equipment to ascertain the nature of the defect. This warranty is not to be intended to supplant normal maintenance service and is not to be construed as providing maintenance service beyond that herein before specified.

The foregoing warranty is in lieu of all other warranties, expressed or implied, with respect to the equipment or its installation, replacement or repair, including any implied or statutory warranty of merchantability or fitness for purpose. Neither ACM Elevator Company nor its suppliers shall be liable by virtue of this warranty, or otherwise, for any consequential, incidental or special loss or damage resulting from the use or loss of use of the equipment. ACM Elevator Company makes no warranty with respect to equipment not furnished or installed by ACM Elevator Company.

### BREACH

No failure or omission by either of the parties hereto in the performance of any obligation contained in this agreement shall be deemed a breach hereof if the same arises from any cause beyond the control or without the fault or negligence of such party, included, but not restricted to acts of any governmental authority or any officer, department, agency or instrumentality thereof, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, epidemic, quarantine, restrictions, strike, lockout, dispute with workmen, labor disturbances, transportation embargoes or failures or delays in transportation, or exhaustion or unavailability or delays in the delivery of any transportation facility, product or material necessary to the performance hereof, provided, however, that either party shall continue performance with the utmost dispatch whenever any such causes are removed. Any party claiming any such cause for any failure or omission hereunder shall give prompt notice to the other party.

### ACCEPTANCE

This agreement, when accepted and approved by ACM Elevator Company supersedes all prior representations whether written or oral and constitutes the entire agreement between the parties and can be modified only by written instrument signed by both parties.

Respectfully submitted,  
ACM ELEVATOR COMPANY

Nanette Bucaro  
Account Representative

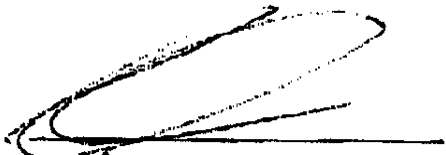
Accepted in duplicate this 13<sup>th</sup>

Approved this \_\_\_\_\_ day of


Day of March, 2003

\_\_\_\_\_, 2003

# UNOFFICIAL COPY

  
 By Jay A. Lewis  
 Its ACM

ACM ELEVATOR COMPANY

  
 By Beth C. Lewis  
 Its ACM

This contract is subject to

Property Access Agreement

Schedule. IT is agreed

And undersigned herein

will have no objection

Schedule to amend

no later than March 19, 2003.

IF NOT REOPENED

IS NOW VOID

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**Service List

Spectrum Properties Group, Inc. Attn: Richard N. Kessler 640 N. LaSalle, Street, Suite 590 Chicago, IL 60610	Certificate No. <u>7001 1940 0001 4948 7322</u>
Citicorp Real Estate, Inc. c/o Registered Agent CT Corporation System 208 South LaSalle Street, Suite 814 Chicago, IL 60604	Certificate No. <u>7001 1940 0001 4944 4813</u>
Mallers Building Limited Partnership Mallers Chicago Management Corporation c/o Registered Agent Bruce L. Boruszak 225 W. Wacker Drive, Suite 2500 Chicago, Illinois 60606-1229	Certificate No. <u>7001 1940 0001 4944 4820</u>
Mallers Building Limited Partnership, an Illinois Limited Partnership 67 W. Madison Street Chicago, Illinois 60603	Certificate No. <u>7001 1940 0001 4944 4837</u>
American National Bank & Trust Company of Chicago 120 S. LaSalle Street, IL1-1245 Chicago, Illinois 60603-3400	Certificate No. <u>7001 1940 0001 4944 4844</u>
LaSalle National Bank, N.A. 135 S. LaSalle Street, Suite 2500 Chicago, Illinois 60603	Certificate No. <u>7001 1940 0001 4944 4851</u>
Norwest Bank Minnesota, N.A. n/k/a Wells Fargo Bank Minnesota, N.A. Wells Fargo Center Minneapolis, Minnesota 55479	Certificate No. <u>7001 1940 0001 4944 4868</u>
Northwest Bank Minnesota N.A. Corporation Service Company 11 S. 12 <sup>th</sup> Street P.O. Box 1463 Richmond, Virginia 23218	Certificate No. <u>7001 1940 0001 4944 4875</u>

5 S. Wabash, Chicago, IL  
17-15-101-017-0000

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Mallers Building, L.L.C  
 5 South Wabash  
 Suite 2116  
 Chicago, Illinois 60603  
 Attn: Jay Richman

Certificate No. 7001 1940 0001 4944 4882

Allstate Investments, LLC  
 3075 Sanders Road, Suite G5C  
 Northbrook, Illinois 60062-7127  
 Commercial Mortgage Loan Servicing Manager

Certificate No. 7001 1940 0001 4944 4899

Allstate Insurance Company  
 3075 Sanders Road, Suite G5A  
 Northbrook, Illinois 60062-7127  
 Attn: Investment Law Division

Certificate No. 7001 1940 0001 4944 4912

Financial Benefit Insurance Company  
 Assignee and Subrogee of IBEW Local 134  
 10 South LaSalle, 12<sup>th</sup> Floor  
 Chicago, Illinois 60603

Certificate No. 7001 1940 0001 4944 4929

Gannon Williams Electrical  
 Construction & Design, Inc.  
 1535 W. Schaumburg Rd., Suite 204  
 Schaumburg, Illinois 60194

Certificate No. 7001 1940 0001 4944 4936

Steiner Electric Company  
 1275 Touhy Avenue  
 Elk Grove Village, Illinois 60007

Certificate No. 7001 1940 0001 4944 4943

Golf Construction, Inc.  
 414 North Orleans, Suite 801  
 Chicago, Illinois 60610

Certificate No. 7001 1940 0001 4944 4967

Suburban Door Check & Lock Services  
 415 W. Ogden Ave.  
 Westmont, Illinois 60559

Certificate No. 7001 1940 0001 4946 2077

Criimi Mae Commercial Mortgage  
 Loan Trust 1998-1 Commercial  
 Mortgage Loan Back Bonds  
 3 New York Plaza  
 15<sup>th</sup> Floor  
 New York, New York 10004

Certificate No. 7001 1940 0001 4946 2084

5 S. Wabash, Chicago, IL  
 17-15-101-017-0000

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Gem Hardware Corporation  
D/b/a Bemmo Architectural Products  
1909 Ogden Avenue  
Lisle, Illinois 60532

Certificate No. 7001 1940 0001 4946 2312

John A. Eby & Sons, Inc.  
12635 Navajo Court East  
Palos Heights, Illinois 60463

Certificate No. 7001 1940 0001 4946 2329

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5 S. Wabash, Chicago, IL  
17-15-101-017-0000