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Doc#: 0410632048

Eugene "Gene" Moore Fee: \$18.50

Cook County Recorder of Deeds

Date: 04/15/2004 12:40 PM Pg: 1 of 4

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

MECHANIC'S LIEN

The claimant, Paint America, Inc., an Illinois corporation, of 5110 North Lincoln Avenue, Chicago, County of Cook, State of Illinois, hereby files notice and claim for lien against JPM/Design Within Keach (hereinafter referred to as "owner") and states Design Within Reach the owner owned the following described land in the County of Cook, State of Illinois, to-wit: See Attached Exhibit "a"

That on February 4, 2004 said owner made a subcontract with claimant to provide painting labor and materials for the building owned by said owner, for and in said improvement, and that on February 27, 200+ the claimant completed thereunder all work required to be performed under the contract, as described in Exhibit "b" attached up to the time of the first payout.

That said owner is entitled to credits on account thereof as follows: \$13,585.00 leaving due, unpaid an owing to the claimant, after allowing all credits, the sum of \$10,756.00 -Ten Thousand Seven Hundred Fifty Six Dollars, for which, with interest, the claimant claims a lien on said land and improvements and on the moneys or otherwise considerations due or to become due from the owner under said contract against said owner.

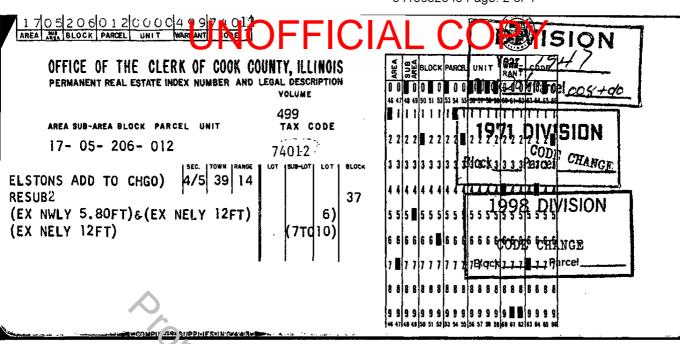
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PAINT AMERICA, INC. an Illinois Corporation

BY:

Presiden

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Sohbit A

Or Coot County Clark's Office



John Geroulls President Tel (775) 334-0008 Fax (773) 334-0689 5110 N. Lincoln Ave. Chloago, IL 80625 www.wepaint.com

Data: February 2, 2004

Proposal Submitted to:
JPM

1461 A First Ave. Ste.342 New York, NY 13021-2201 Work to be performed at:

1574 N. Kingsbury Chicago, II 60622-2532

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

Scope of Work: As per plans sugmitted.

<u>Firewall:</u> West thirty foot wall to be finished and sanded smooth by others , and Paint America Inc will prime and paint two finish coats.

Wallcovering Graphics: We will install owner's provided graphic. Application will be with proper adhesives.

Walls: We will apply primer and two finish coats on all walls, painting colors as per drawings, as indicated on sheet A1.4.

<u>Ceilings:</u> We will apply primer and two finish coats on ceilings to owner's choice of colors per sheet A1.4. Scissor lift to be provided by others.

<u>Soffits</u>: Partial soffits to be painted, others to have owner's graphics installed as per specifications and drawings.

Walls where base --board was removed damaged and left bare drywall. We will be seal with oil primer and patched by others.

Concrete patches by others.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications

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submitted for above work and completed in a substantial workmanlike submitted for above werk and compresses in a substantial workmanine manner for the sum of \$11,965.00. The breakdown is as follows: Waltosvering Applications \$2,480; a Paixting \$8,485. One half deposit upon acceptance of this proposal and belance due upon completion of work, or title escrow. All painting to be completed within 48 hours of start time. Start time begins once all colors and sheens are selected and location specified.

Any alteration or deviation for above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's compensation and public liability insurance on above work to be taken out by Paint America, Inc.

TERMS AND CONDITIONS

- Paint America, Inc. covenants and agrees with client to perform the service(s) indicated on our proposal.
- This agreement may not be waived, altered or modified except by written agreement of the parties. No agent, employee or representative of Paint America, Inc. has any authority to bind Paint America, Inc., to any affirmation, representation or warranty and unless such is specifically included within this written agreement, it shall not be enforced. Customer's remedies to this agreement are exclusive to this agreement.
- This Agreement contains the entire understanding of both parties and supersedes any and all oration written communications, agreements or understandings between the parties concerning the subject matter hereof.
- Payment Terms: Payment is due upon completion of work. Default: Default is defined to include: client's failure to pay any amount after the completion of work.
- Any obsence due that is unpaid is subject to 1 1/1% weekly charge for Interest due on their unpeid belance. In the event of default, client all also pay to Paint America, Inc., all reasonable expenses incurred by Paint America, Inc. in connection with the enforcement of any of Pal . a. erics, Inc.'s remedies, including reasonable attorney's fees a d cour costs.

Up on default, Paint America, Inc. may declare the entire sum remaining u paid hereunder to be immediately due and payable and sue immediately due and payable and sue immediately for said amount.

Paint America, and in any refuse to complete any further jobs for client under the agreement and declare this agreement terminated.

	OUDE.
•	Warranties: There are no warranties express or mused, including any
<i>'</i> .	warranty or merchatability or fitness, for an intended market beyond

those stated neren.

Hability: Peint America, Inc., will be held harmless and hithout "ability for any demage to client's property which results IMDIREC. A "nom the work performed by Peint America, Inc., under this agreem int. Owner to note that if an Eggshell finish is chosen, there may be a chance that imperfections on the wails or ceitings may show, due to

poor taping or bowed walls.

We will not be responsible for damaged waits when waitpaper is being 10. removed. Once wallpaper has been removed and a damaged condition exists, Paint America, Inc. will quote as an extra charge, the additional charge for patching or skim couting walls, unless specified in defail in the scope of work indicating wall repairs after paper removal.

Respectfully Submitted Joe Currenc - Regional Sales Manager		
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Note: This proppie within 20 days \	will afternetically be withdrawn if not accepted	
[]]	ACCEPTANCE OF PROPOSAL	
₩	.547 N. Kingsbury	
The above of case 5	perungations and conditions are satisfactory and a	
hereby accepted.	eant America, Inc. is authorized to do the work as	
	will be made in full upon completion with no set-	
off. ()		
Accepted by	W. \	
1	PRELIDENT	
Title		
Date 0 2	. 04.04	
Paint	America, Inc. Acceptance of Contract	
Accepted by		
Title	4.44.7	

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