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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Doc#: 0430234048
Eugene "Gene" Moore Fee: \$22.50
Cook County Recorder of Deeds
Date: 10/28/2004 11:05 AM Pg: 1 of 8

ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

The claimant, CAMPBELL TRUSS, INC., formerly known as T. KORZEN CORPORATION, d/b/a CARL D. CAMPBELL & ASSOCIATES, INC., of 3812 West Grand Avenue, City of Chicago, County of Cook, State of Illinois, hereby files a claim for lien against Nation Enterprise, Inc., and Nation Enterprises, L.P.; Nation Enterprise, Inc., as grantor and City of Chicago as grantee under document no. 26454054; Nation Enterprise, Inc., as grantor and City of Chicago as grantee under document no. LR 3517709; Nation Enterprise, Inc., as grantor and City of Chicago as grantee under document no. 86209523; Nation Enterprises, L.P., as grantor of special warranty deed, and Nation Pizza Product, L.P., as grantee of special warranty deed, under document no. 04048906 and the City of Chicago and unknown owners (hereinafter collectively referred to as "owners") and states:

That on May 4, 2004, the owners owned the following described land in the County of Cook, State of Illinois, to-wit:

Parcel 1:

Lots 4 to 9, both inclusive, and lots 21 to 30, both inclusive, in block 2 in storey and Allen's Milwaukee Avenue addition to Chicago, being a subdivision of 5.8 acres in the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Situated in COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 13-25-315-023-000,
13-25-315-024 thru 028, 040 thru 045

Address(es) of premises: 2500 North Milwaukee Avenue, Chicago, Illinois

That on May 4, 2004, (through its President and Agent, Kyun Hee Park), the claimant contracted with Mega Mall, located at 2500 N. Milwaukee Avenue, Chicago, Illinois, through its agents, authorized or knowingly permitted by said owners, for roof truss repairs at 2500 N. Milwaukee Avenue, Chicago, Illinois. Said contract for the roof truss repairs for the total sum of \$62,681.00, parts, labor and additional repairs inclusive, and on August 13, 2004, completed thereunder all required to be done by said contract. (See Exhibits A and B attached).

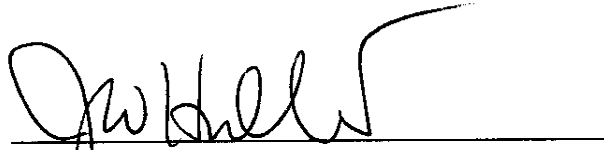
That said owners are entitled to a credit on account thereof as follows, to-wit: \$41,900.00, leaving due, unpaid and owing to the claimant the balance of TWENTY-ONE THOUSAND

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NINETY TWO DOLLARS AND 72/100 (\$21,092.72), for which, with interest, claimant claims a lien on said building.

CAMPBELL TRUSS, INC.

By



JAMES W. HULBERT, as Agent of
CAMPBELL TRUSS, INC.

This Document Prepared by
and Mail to:
JAMES W. HULBERT, ESQ.
SCHIFF & HULBERT
150 N. Wacker Drive, Suite 1300
Chicago, IL 60606
312/726-2800

Property of Cook County Clerk's Office

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CAMPBELL TRUSS, INC.

**NOTICE AND CLAIM FOR LIEN
SERVICE LIST**

By Registered Mail, Return Receipt Requested

Cook County Recorder of Deeds
118 N. Clark Street
Room 230
Chicago, IL 60602

Marshall Bauer, Registered Agent for:
Nation Enterprises, Inc.
2475 North Milwaukee Ave.
Chicago, IL 60647

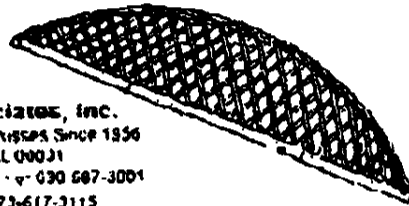
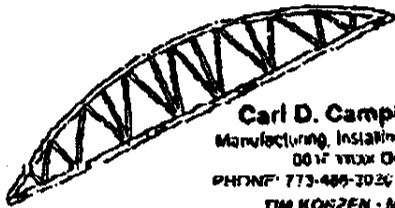
Marshall Bauer, Registered Agent for:
Nation Enterprises, L.P.
2475 North Milwaukee Ave.
Chicago, IL 60647

Marshall Bauer, Registered Agent for:
Nation Pizza Products, L.P.
2505 North Milwaukee Ave.
Chicago, IL 60647

City of Chicago
Corporation Counsel
121 N. LaSalle, Suite 600
Chicago, IL 60602

City of Chicago
City Clerk's Office
121 N. LaSalle, Suite 107
Chicago, IL 60602
Attn: Kevin Kimmel

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Carl D. Campbell and Associates, Inc.
 Manufacturing, Installing & Repairing Roof Trusses Since 1956
 8017 TRUSS DRIVE NW, CHICAGO, IL 60631
 PHONE: 773-489-3026 - FAX: 773-489-7523 - V: 630-687-3001
 TIM KONZEN - Mobile Phone/Fax: 773-617-3115
 www.campbelltruss.com

May 4, 2004

Mr. Kyun Hee Park
 Mega Mall
 2500 N. Milwaukee Avenue
 Chicago, IL 60647

Re: Roof Truss Repairs

Dear Mr. Park:

At your request, we have prepared this proposal of the work to be done for the referenced project. We propose to furnish the necessary labor and material needed to complete the following:

Truss 1 - We will shore and raise this truss back to its proper camber. Then, we will rebuild all the lower chord splice connections. Also, in order to increase the loading capacity of this truss, we will need to increase the size of the tie rods from 1 1/2" to 1 3/4". We will fabricate and install new steel heel plates. The cost for this work will be \$6,128.00.

Truss 2 & 3. The same work as truss 1-above, for the same cost \$6,128.00 per truss or a total of \$12,256.00 for both.

Truss 4. South of the elevator, we will rebuild the south end of the truss. North of the elevator, the north end of the truss is rotten. We will shore and raise this truss to its proper camber and rebuild both ends. Also to increase the loading capacity of this truss, we will need to increase the size of the tie rods from 1 1/2" to 1 3/4". We will fabricate and install new steel heel plates. The cost for this work will be \$17,957.00.

Truss 5. The same work as truss 1-above, for the same cost \$6,128.00.

Truss 6. Shore and raise the truss to its proper camber. Fabricate and install 1 1/2" steel tie rods for the cost of \$4,220.00.

We propose to furnish labor and material in accordance with the above specifications, and subject to the Terms and Conditions set forth on the reverse side of this Proposal, for the sum of \$ 47,681.00 netted of payment to be made as follows:
1/3 down, 1/3 due when half way through job, balance of 1/3 due on day of completion.

ACCEPTANCE: The above specifications, price and payment terms, as well as the Terms and Conditions set forth on the reverse side of this Proposal, are hereby accepted and accepted. You are authorized to proceed with the work.

On behalf of
 Corporation:

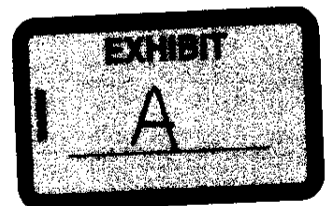
By: [Signature]
 Title: President
 Date of Acceptance: May 4, 2004

Respectfully submitted

CARL D. CAMPBELL AND ASSOCIATES, INC.

By: [Signature]
 Date: 5-6-04

The Proposal may be withdrawn by us if not accepted in 30 days



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Carl D. Campbell and Associates, Inc.
 Manufacturing, Installing & Repairing Roof Trusses Since 1956
 3612 West Grand Ave. • Chicago, IL 60651
 PHONE: 773-486-2020 • FAX: 773-486-2323
TIM KORZEN - Mobile Phone/Pager 773-617-3115
 www.carldcampbell.com

Proposal

Kyun Hee Park
 No. 2500 N. Milwaukee Avenue, Chgo
 May 4, 2004
 Page 3

Work Description

Between the door to the north and the steel bar joists to the south, we will sister each of the 28-wood roof joists with new LVL 2 1/4" x 12" from bearing point to bearing point for the cost of \$11,984.00.

The cost for engineering will be \$8,000.00

Proposals containing truss repair work: This serves as notification that when a truss(s) is shortened and raised back to its proper position or proper carrier, it is possible that additional damage may be found. Additional damage such as hidden rot, decay and/or breakage may not be evident at the time of inspection. The customer will be contacted as soon as possible and informed of any additional repairs. Subsequently, a written proposal will be submitted.

We are not responsible for repair and/or replacement of any drywall, ceiling, electric or plumbing. Also, we are not responsible for any cracking or leaking in the roof structure which may occur during the process of this work.

ALL MATERIAL IS LAMINATED MADE TO AISC SPECIFICATIONS AND ALL MATERIAL IS IN STOCK.

We propose to furnish labor and material in accordance with the above specifications, and subject to the Terms and Conditions set forth on the reverse side of this proposal. Payment to be made as follows:
 1/3 down, 1/3 due when half way through job, balance at 1/3 due on job completion.

ACCEPTANCE: The above specifications, price and payment terms as well as the Terms and Conditions set forth on the reverse side of this Proposal are hereby agreed and accepted. You are authorized to proceed with the work.

On behalf of Corporation

By: [Signature]
 Title: President

Date of Acceptance: May 4, 2004

Respectfully submitted,

CARL D. CAMPBELL AND ASSOCIATES, INC.

[Signature]
 Title: _____

Date: 5-6-04

This Proposal may be withdrawn by us if not accepted in 30 days.

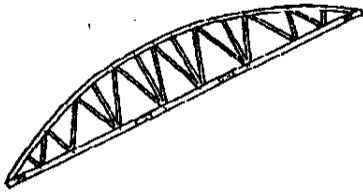
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TERMS AND CONDITIONS

1. **Tools and Equipment.** We will provide all tools and equipment needed in connection with the work specified in this Proposal. All such tools and equipment will remain our property, and will be removed from the job site upon completion of the work.
2. **Shoring.** If shoring tools, equipment and materials are needed in connection with the specified work, we will provide them without charge to you for a period of fifteen (15) days. Thereafter, a rental charge of \$2.50 per day per jack-and-shoring-timber combination will become due and payable. If the specified work involves roof trusses that have sagged, we will need to reduce or eliminate such sagging in order for the trusses to function properly. In so doing, minor leaking may occur in the working area, for which we assume no liability.
3. **Liability for Materials, Tools and Equipment.** Once the materials, tools and equipment required for the specified work have been delivered to the job site, you are responsible for any loss of or damage to same. You agree to replace, at your cost, any such materials, tools or equipment which are lost or damaged, and further agree to maintain insurance sufficient to cover the cost of same.
4. **Workers' Compensation Insurance.** All of our employees are covered by Workers' Compensation Insurance, and will remain so covered during our performance of the specified work.
5. **Permit.** You are responsible for obtaining, at your cost, any building permit(s) required in connection with the specified work.
6. **Modification of Specified Work.** You may request modifications of the specified work. Where we agree to such modifications, you will thereby become responsible for payment or any additional charges that we assess for such work.
7. **Limited Warranty.** We warrant that all specified work will be completed in a workmanlike manner. In the event that a defect in material or workmanship appears within two (2) years of completion of our work, and provided that we receive written notice of any such defect within ten (10) days of its observance, we will correct such defect at no additional cost to you. This limited warranty shall become null and void, immediately and automatically, in the event that (a) you fail to fully and timely comply with the terms of this Proposal, including, without limitation, the specified terms of payment; (b) you fail to properly maintain the building area comprising or encompassing our work; (c) you attempt, either by yourself or through another contractor, to modify our work in any material respect; or (d) our work is damaged by an Act of God, or any intentional or negligent act or other cause beyond our reasonable control.
Where the specified work includes work on trusses, the foregoing limited warranty shall also become null and void, immediately and automatically, in the event that (a) the roof is not maintained in sound condition so as to ensure that the trusses are, at all times, kept dry; (b) the trusses are subjected to undue weight from accumulations of water, snow or other materials on the roof; (c) the trusses are cut or otherwise modified for pipes, conduit, vents or the like; or (d) the trusses are used to suspend or support balconies, sprinkler systems, rail systems, cranes or other such items.
8. **Disclaimer of All Other Warranties.** WITH THE SOLE EXCEPTION OF THE FOREGOING LIMITED WARRANTY, WE HAVE NOT MADE AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EITHER EXPRESS OR IMPLIED, CONCERNING ANY MATERIALS OR LABOR THAT MAY BE PROVIDED UNDER THIS PROPOSAL, AND WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING SUCH MATERIALS AND LABOR, BOTH EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.
9. **Limitation of Liability.** Our total liability for damages, if any, arising in connection with this Proposal shall not exceed the sums that you actually pay us for the material and/or workmanship in dispute, regardless of whether any such claim arises in or under contract, statute or tort. WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, INJURY TO PERSONS, LOSS OR DESTRUCTION OF PROPERTY, OR DAMAGES RESULTING FROM CLAIMS BROUGHT AGAINST YOU BY OTHER PERSONS. No cause of action arising in connection with this Proposal may be brought against us more than one year after it accrues.
10. **Inspection of Work.** We retain the right to inspect our work during the two-year period following its completion. We will ensure that any such inspection takes place during regular business hours and in a manner which avoids unreasonable disruption of your operations.
11. **Finance Charges and Attorneys' Fees.** In the event that you do not fully and timely pay sums that become due us under this Proposal, finance charges on said sums shall accrue at the rate of 18% per annum until such sums are paid in full. Should we be compelled to enforce our rights to payment of sums due us or any other rights under this Proposal, we shall be entitled to reimbursement by you of all expenses of enforcement and collection, including court costs and reasonable attorneys' fees.
12. **Force Majeure.** We shall not be deemed in default or liable for any failure or delay in our performance under this Proposal if such failure or delay is due in whole or in part to fire, explosion, accident, flood, storm, Act of God, governmental acts, orders or regulations, fuel shortage, mechanical breakdown, failure of power, civil disturbance, hostilities, strike, labor trouble, delay of carriers, acts or omissions of you, your employees or your agents, or any other circumstance beyond our reasonable control.
13. **Governing Law.** This Proposal shall be governed by and construed in accordance with the laws of the State of Illinois.
14. **Assignment.** You may not assign or transfer your rights or obligations under this Proposal without our prior written consent. Any such attempted assignment or transfer without such consent shall be deemed null and void.
15. **Entire Agreement.** This Proposal, upon acceptance by you, shall constitute the entire agreement between us, and shall supersede all prior proposals, agreements, promises and representations by and between us, with respect to the subject matter hereof. Once accepted by you, the agreement embodied in this Proposal may not be changed, altered or modified except by a written instrument signed by an authorized representative of both you and us. Without limiting the generality of the foregoing, no term or condition contained in any purchase order from you which is inconsistent with this Proposal shall be binding upon us, regardless of whether such purchase order has already been or is hereafter acknowledged by us.

Notwithstanding anything to the contrary contained hereinabove, we are not in any way responsible for anything attached to any roof truss on which we work, including, without limitation, any pipes, conduit, vents, balconies, sprinkler systems, rail systems, cranes or other such items.

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Carl D. Campbell & Associates, Inc.
 3812 W. Grand Avenue
 Chicago, IL 60651
 Phone 773-486-2020 * Fax 773-486-2323 or 630-587-3001

*****PLEASE NOTE: OUR REMITTANCE ADDRESS HAS CHANGED*****
REMIT TO: CARL D. CAMPBELL & ASSOCIATES, INC, P.O. BOX 1033, ST. CHARLES, IL 60174

Mr. Kyun Hee Park
 Mega Mall
 2500 N. Milwaukee Avenue
 Chicago, IL 60647

INVOICE NUMBER: 04-21011
ORIGINAL DATE: August 16, 2004
CURRENT DATE: September 24, 2004
ACCOUNT NUMBER: T-2045

JOB NAME/LOCATION: SAME
JOB COMPLETION DATE: 8-13-04
CONTRACTUAL PAYMENT TERMS: 1/3 down when work begins, 1/3 due when half way through job, balance of 1/3 due on day of completion.
DATE DUE: Upon receipt of invoice - Immediately

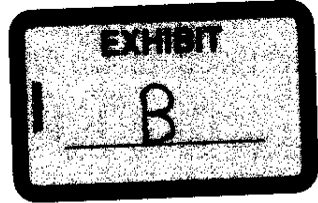
DESCRIPTION OF SERVICES	CUSTOMER PO NUMBER	AMOUNT DUE
Roof Truss Repairs		
Truss 1		\$ 6,128.00
Truss 2 & 3 @\$6,128.00 each		\$12,256.00
Truss 4		\$13,957.00
Truss 5		\$ 6,128.00
Truss 6		\$ 4,228.00
Flat Roof Section		\$11,984.00
Engineering		\$ 8,000.00
		<u>\$62,681.00</u>
Less check #1060		(\$21,000.00)
Less check #1001		(\$20,900.00)
LATE PAYMENT CHARGE 18% PER ANNUM (8-16-04 to 9-16-04)		\$ 311.72

Late payments affect the Warranty, and are subject to Finance Charges and Attorneys' Fees, see "TERMS AND CONDITIONS" reverse side of Contract dated 5-4-04.

TO AVOID ADDITIONAL INTEREST CHARGES AND ATTORNEY FEES & COSTS, THIS ACCOUNT MUST BE PAID IN FULL BY CASHIERS CHECK NO LATER THAN 5:00 p.m. 9-24-04.

BALANCE DUE

\$21,092.72



Balances bear a monthly rate of 1.5%
 Based on an annual percentage rate of 18%

ACCOUNT	CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	SERVICE CHG	BALANCE DUE
TOTALS:	\$21,092.72	\$21,092.72			\$311.72	\$21,092.72