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Doc#: 0430234072
Eugene "Gene" Moore Fee: \$21.50
Cook County Recorder of Deeds
Date: 10/28/2004 12:43 PM Pg: 1 of 7

MECHANIC'S LIEN

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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 **Elizabeth and Keith Carothers** (hereinafter referred to as "owner") and states **Elizabeth and Keith Carothers**, the owner owned the following described land in the County of Cook, State of Illinois, to-wit: **Property Index Number 13-15-130-018-0000** See Attached Exhibit "a"

That on April 23, 2004 said owner made a subcontract with the claimant to provide painting labor and materials for the building owned by said owner, for and in said improvement, and that on July 30, 2004 the claimant completed thereunder all work required to be performed under the contract. See Attached Exhibit "b".

That said owner is entitled to credits on account thereof as follows: \$7,200.00 leaving due, unpaid and owing to the claimant, after allowing all credits, the sum of **Eight Thousand Two Hundred Ten Dollars**, for which, with interest, the claimant claims a lien on said land and improvements and on the moneys or other wise 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: 

President

Paint America
5110 N Lincoln
Chicago IL 60625



1315	13001871013250867									
AREA	SUB-AREA	BLOCK	PARCEL	CODE	WARRANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	CARD

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OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME [REDACTED] 338

AREA SUB-AREA BLOCK PARCEL TAX CODE
 13-15-130-18 [REDACTED] 71033
 MONTROSE SUB 15/16 40 13 [REDACTED] 7 38

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	CARD
0	0	0	0	0	0	0	0	0	0	0
46	47	48	49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64	65	66	67
68	69	70	71	72	73	74	75	76	77	78
79	80									
1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9



Property of Cook County Clerk's Office
 Exhibit A

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Exhibit B-1



John Geroulis
President

Tel (773) 334-0008
Fax (773) 334-0689
5110 N. Lincoln Ave.
Chicago, IL 60625
www.wepaint.com

Date: April 15, 2004

Proposal Submitted to:

Keith Crothers
4426 N. Kenneth
Chicago, IL

Work to be performed at:

Same

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

Scope of Work: Exterior

We will completely demolish and remove existing exterior front deck (6' x 20'). We will install 2'x8' joist frame structure to be fastened to exterior of building with lag bolts, install (7) 4'x4' post to accommodate handrail spindle and roof above. We will install 5 1/2 wood plank floor decking, 2'x10' stair stringer, 2'x8' stairs and kickboard. We will install 2'x4' wall partition below deck with lattice finish exterior walls. We will install 5 1/2' handrail with 2'x2' spindle assembly. We will install new 4" concrete base supporting the bottom of the stringer and stairs.

We will replace water damaged exterior wood soffits throughout building and wrap with aluminum coil finish.

Note: Wolmanized or treated lumber to be used for deck and soffits work.

We will re-stucco broken surfaces on exterior of house and repaint entire exterior in white.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$14,360.00.

One half deposit upon acceptance of this proposal and balance due upon completion of work, or title escrow.

UNOFFICIAL COPY Exhib. b. + B-2

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

1. Paint America, Inc. covenants and agrees with client to perform the service(s) indicated on our proposal.
2. 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.
3. This Agreement contains the entire understanding of both parties and supersedes any and all oral or written communications, agreements or understandings between the parties concerning the subject matter hereof.
4. Payment Terms: Payment is due upon completion of work.
5. Default: Default is defined to include client's failure to pay any amount after the completion of work.
6. Any balance due that is unpaid is subject to 1 1/2% weekly charge for interest due on that unpaid balance. In the event of default, client shall also pay to Paint America, Inc., all reasonable expenses incurred by Paint America, Inc. in connection with the enforcement of any of Paint America, Inc.'s remedies, including reasonable attorney's fees and court costs.
Upon default, Paint America, Inc. may declare the entire sum remaining unpaid hereunder to be immediately due and payable and sue immediately for said amount.
Paint America, Inc. may refuse to complete any further jobs for client under the agreement and declare this agreement terminated.
7. Warranties: There are no warranties express or implied, including any warranty or merchantability or fitness, for an intended purpose beyond those stated herein.
8. Liability: Paint America, Inc. will be held harmless and without liability for any damage to client's property which results **INDIRECTLY** from the work performed by Paint America, Inc. under this agreement.

UNOFFICIAL COPY Exhibit B-3

- 9. Owner to note that if an Eggshell finish is chosen, there may be a chance that imperfections on the walls or ceilings may show, due to poor taping or bowed walls.
- 10. We will not be responsible for damaged walls when wallpaper is being 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 coating walls, unless specified in detail in the scope of work indicating wall repairs after paper removal.

Respectfully Submitted _____

John G. Geroulis
John G. Geroulis - President

Note: This proposal will automatically be withdrawn if not accepted within 20 days

ACCEPTANCE OF PROPOSAL
4426 Kenneth

The above prices, specifications and conditions are satisfactory and are hereby accepted. Paint America, Inc. is authorized to do the work as specified. Payment will be made in full upon completion with no set-off.

Accepted by _____

Kevin A. Crothers

Title _____

Date _____

4-23-04

Paint America, Inc. Acceptance of Contract

Accepted by _____

Bob Wasick

Title _____

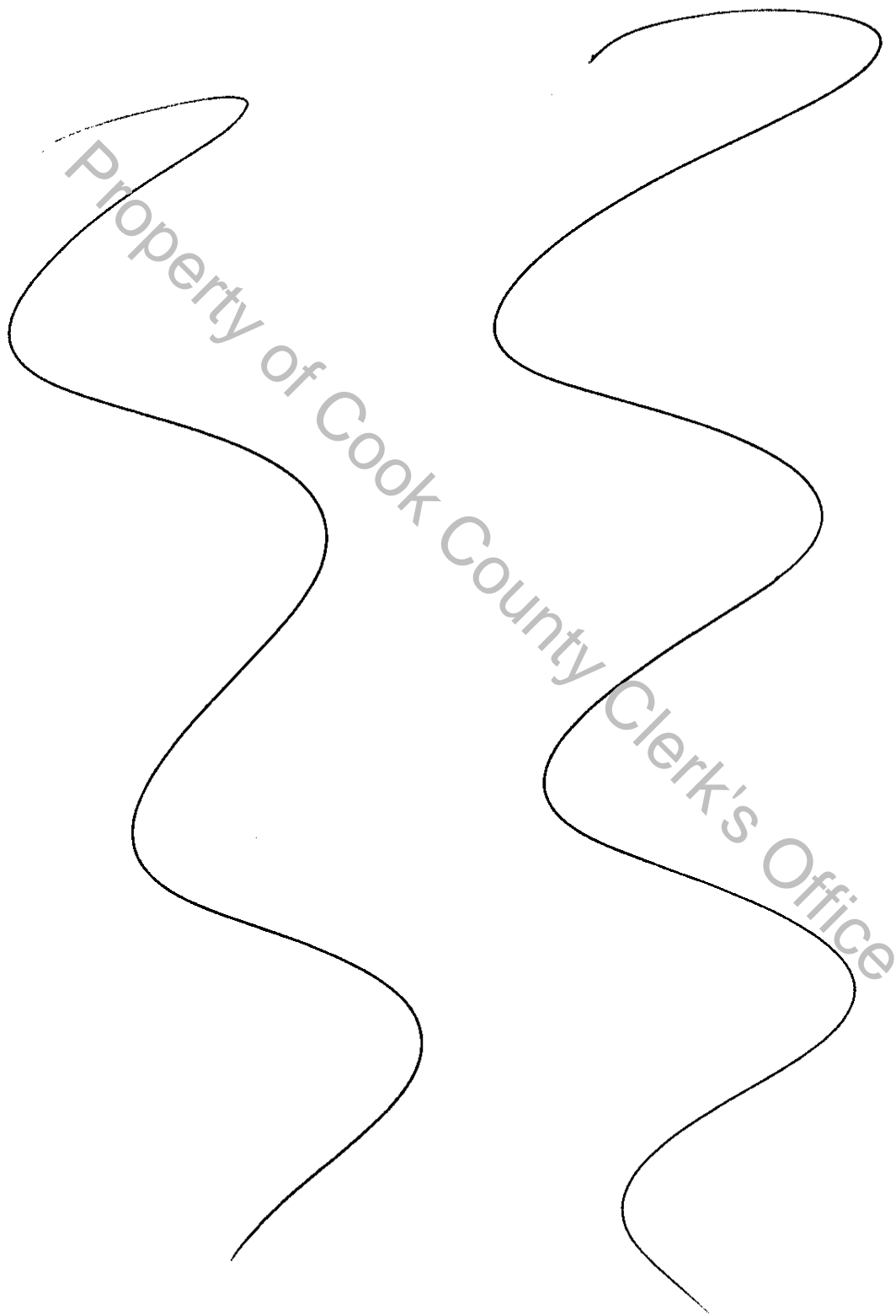
Date _____

4-23-04

Upon receipt, we will countersign the contract and return it to you for your files and final acceptance of work to proceed. This contract will be considered null and void unless accepted

UNOFFICIAL COPY *Exhibit B4*

and signed by Paint America, Inc. a signature on the submittal line will not be considered and acceptance of the contract.



Property of Cook County Clerk's Office

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Exhibit C



John Geroulis
President

Tel (773) 334-0008
Fax (773) 334-0689
5110 N. Lincoln Ave.
Chicago, IL 60625
www.wepaint.com

August 27, 2004

NOTICE OF INTENT TO LIEN

Contractor/Owner
Elizabeth and Keith Crothers
4426 N. Kenneth
Chicago, IL

Property Site
Same

Please be advised that we will be filing a lien on the aforementioned property due to non-payment, if payment in full is not received within three days of this notice.

You have been given more than enough time to remit the open balance for this job that has been completed to 100% satisfaction.

The total amount that we must receive immediately is \$8,210.00.

Please note that if further legal action be taken against you, per our contract, you will be responsible for legal costs.

Regretfully,

Accounting Department

Property of Cook County Clerk's Office