

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



AMENDED AND RESTATED
CONTRACTOR'S NOTICE AND
CLAIM FOR LIEN

Doc#: 0507719082
Eugene "Gene" Moore Fee: \$18.50
Cook County Recorder of Deeds
Date: 03/18/2005 01:55 PM Pg: 1 of 3

The Mechanics Lien Claimant,

ARTISIAN HOMEWORKS, INC.,

an Illinois corporation, of the City of Chicago, State of Illinois (hereinafter "Claimant"), hereby files its *Contractor's Notice and Claim for Lien* against the following parties, and in support thereof, states as follows:

OWNER(S):
(hereinafter
collectively "Owner")

Wrightwood-Paulina, LLC
900 N. North Branch Street
Chicago, Illinois 60622

JDL Development IV, L.L.C.
900 N. North Branch Street
Chicago, Illinois 60622

JDL Develop. Contractors, LLC
900 N. North Branch Street
Chicago, Illinois 60622

Adam Cole and Karla Standish
1750 W. Diversey Pkwy.
Chicago, IL 60614

LENDER(S):
(hereinafter
collectively "Lender")

1st American Bank Corp.
c/o James Berton
1650 Lewis Ave.
Elk Grove Village, IL 60007

Perl Mortgage, Inc.
2936 W. Belmont Ave.
Chicago, Illinois 60618

Astoria Federal Mortgage Corp.
2000 Marcus Avenue
Lake Success, NY 11042

UNOFFICIAL COPY

1. That on or about August 10, 2004, and thereafter to date, the Owner owned and/or had an interest in the following land legally described as follows:

PARCEL 5:

LOT 5 IN HARLAND'S SUBDIVISION OF THE SOUTH 173.00 FEET OF THAT PART LYING EAST OF THE CHICAGO AND NORTH WESTERN RAILWAY OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 7 TO 11, INCLUSIVE, IN HARLAND'S SUBDIVISION OF THE SOUTH 173.00 FEET OF THAT PART LYING EAST OF THE CHICAGO AND NORTH WESTERN RAILWAY OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-30-223-009-0000; 14-30-223-011-0000; 14-30-223-012-0000; 14-30-223-013-0000; and 14-30-223-014-0000

COMMON ADDRESS: 1734-1750 West Diversey Parkway, Chicago, Illinois

(collectively hereinafter "Subject Premises").

2. That on or about August 20, 2004, Claimant made and executed a contract with Owner, who was the owner of the Subject Premises, to furnish rough carpentry, rough framing and to provide general labor and materials to install the same for the building to be erected on the Subject Premises, for the sum of ONE HUNDRED FIFTY FIVE THOUSAND AND 00/100 DOLLARS (\$155,000.00).

3. That on or about August 30, 2004, the Owner, who was the owner of the Subject Premises, specially requested Claimant to provide rough carpentry, rough framing and the general labor and materials to install the same for the mirror image of the building Claimant previously erected pursuant to the above-described written contract with the Owner, to again be erected on the Subject Premises, for the additional sum of ONE HUNDRED FIFTY FIVE THOUSAND AND 00/100 DOLLARS (\$155,000.00).

4. That on the following dates, at the specific request of the Owner, who was the owner of the Subject Premises, Claimant performed extra work, above and beyond the scope of the originally contracted work of \$310,000.00 in the amounts as follows:

- (a) on or about August 26, 2004, for \$725.78;
- (b) on or about September 1, 2004, for \$2,017.24;
- (c) on or about September 9, 2004, for \$408.86;
- (d) on or about October 4, 2004, for \$3,110.25
- (e) on or about October 11, 2004, for 575.47; and,
- (f) on or about December 14, 2004, for \$3,739.95,

UNOFFICIAL COPY

for a total of extra work in the amount of TEN THOUSAND FIVE HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$10,577.55)

5. That on December 20, 2004, the Claimant completed all required work to be done by said contract, delivered all of the materials, fixtures, work, labor and services furnished by Claimant were furnished to, and used in and about, the improvement of the Subject Premises; or otherwise requested by said Owner, and any additional and extra materials and labor specially requested by Owner, for a total work and enhancement to the Subject Premises, *including extras* in the amount of THREE HUNDRED TWENTY THOUSAND FIVE HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$320,577.55).

6. That to the best of Claimant's knowledge and beliefs, all of the aforesaid work was done with the knowledge and consent of the Owner.

7. There is now due and owing the claimant after allowing to the owner all credits, deductions and set-offs, **TWO HUNDRED THIRTY-EIGHT THOUSAND FIFTY AND 46/100 DOLLARS (\$238,050.46)** which is still unpaid due and owing Claimant.

8. That the Claimant now claims a lien on the above-described Subject Premises and all improvements on it, against all persons interested, including the Owner and Lender, for **TWO HUNDRED THIRTY-EIGHT THOUSAND FIFTY AND 46/100 DOLLARS (\$238,050.46)** plus interest and attorneys' fees pursuant to the contract between Claimant and Owner.

Dated this 15th day of March, 2005

ARTISAN HOMEWORKS, INC.,
An Illinois Corporation,

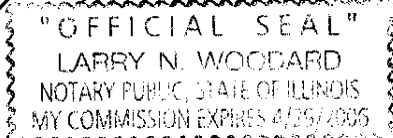
BY: 
Its President


The Affiant, Michael Hottel, being duly sworn, on oath states that he or she is the President of the Claimant; that he or she has read this Contractor's Notice and Claim for Lien and knows the contents thereof; and that all statements contained herein are true and accurate to the best of his or her knowledge.


Affiant

Signed and sworn to before me
this 15 day of March, 2005.


Notary Public




This document was prepared by,
And upon recording, mail to:

Larry N. Woodard, Esq.
WOODARD LAW OFFICES
53 W. Jackson Blvd., Suite 1115
Chicago, IL 60604