

# UNOFFICIAL COPY

Prepared by, recording requested by and return to:



Doc#: 0508106140  
Eugene "Gene" Moore Fee: \$24.50  
Cook County Recorder of Deeds  
Date: 03/22/2005 01:48 PM Pg: 1 of 10

Name: Rostyk Kowchak  
Company: Rostyk Construction, Inc  
Address: 2430 N. 78th Ave.  
City: Elmwood Park, IL 60127  
State: IL Zip: 60127  
Phone: (708) 514-2222  
Fax: (708) 583-0588

-----Above this Line for Official Use Only-----

## GENERAL CONTRACTOR'S MECHANIC'S LIEN -- NOTICE AND CLAIM

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

The undersigned Claimant, Rostyk Kowchak of Rostyk Construction County of Cook (the "Claimant") hereby claims a mechanics lien pursuant to the Mechanics Lien Act of the State of Illinois against Andrzej Nachman regarding the property commonly known as 1107 N. Central Ave. Chicago County of Cook (the "Owner(s)"), and states as follows:

- Owner(s) now holds title to that certain real property in the County Cook, State of Illinois (the "Property"), to wit:  
 LEGAL DESCRIPTION Lot eleven in block 4 in the subdivision of the part of the South Half (1/2) of the North West Quarter (1/4) of the South West Quarter (1/4) of section 4, Township 39 North Range 13 East of the third Principal Meridian, Cook County, Illinois.  
 The Property is commonly known 1107 N. Central, County of Cook,  
 Permanent Real Estate Index Number 16-04-316-005.
- On or about 02/11/05 Claimant and Owner(s) entered into that certain agreement (the "Contract") for the performance of certain work and/or the delivery of certain materials by Claimant (the "Work") for the sum of (\$110,300.00) (the "Contract Sum").
- On or about 03/01/05, Claimant completed all of the Work under the terms of and in accordance with the Contract, in that Claimant supplied all labor and materials necessary for performance of its duties under the Contract for the improvements to the Property.
- All of the labor and materials furnished and delivered by Claimant were furnished to and used in connection with the improvement of the Property, and the last of such labor and materials was furnished, delivered and performed, and the work

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contemplated under the Contract completed, on or about 03/01/05.

- 6. There is now justly due and owing the Claimant after allowing to the Owner(s) all credits, deductions and offsets, the sum of \$80,000.00 plus interest at the rate specified in the Illinois Mechanics Lien Act.
- 7. Claimant now claims a lien on the above-described Property, and on all of the improvements thereon, against the Owner(s) and all persons interested therein for \$80,000.00 plus interest at the rate specified in the Illinois Mechanics Lien Act, as well as court costs and attorney fees.

CLAIMANT NAME

BY: Rostyk Kawchak  
Claimant or Attorney

STATE OF ILLINOIS )

SS.

COUNTY OF Cook

CERTIFICATION

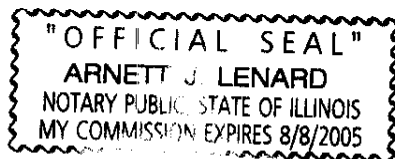
The Affiant, Rostyk Kawchak, being first duly sworn, on oath deposes and says he is one of the principals of Rostyk Construction, Inc. ("Claimant"); that the Affiant has read the foregoing Notice and Claim for Lien and knows the contents thereof; and that statements therein contained are true to the best of Affiant's knowledge.

BY: Rostyk Kawchak  
CLAIMANT

Subscribed and Sworn to Before me this March 22, 2005

Arnett J. Lenard  
Notary Public

[SEAL]



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## CONSTRUCTION CONTRACT

Andrzej Nachman  
Remodeling Project  
at 1007 N. Central Ave.  
Chicago, IL 60651



**ROSTYK CONSTRUCTION, INC.**

Property of Cook County Clerk's Office

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**ROSTYK CONSTRUCTION, INC.**  
**LICENSED • BONDED • INSURED**

2436 N. 78<sup>th</sup> Ave., Elmwood Park, IL 60707 • 708-514-2222 • 708-583-0833 • 708-583-0888  
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**CONSTRUCTION CONTRACT**

DATE: 02/11/05

TO: Andrzej Nachman  
 1007 N. Central Ave.  
 Chicago, IL 60651  
 Bus: (773) 259-2596  
 Cell: (312) 375-5772

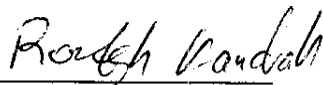
Re: Remodeling project at 1007 N. Central Ave.

This agreement made this 11th day of February, 2005, by and between Andrzej Nachman, of 1007 N. Central Ave., Chicago, IL 60651, herein referred to as "owner", and Rostyk Kawchak, President, of Rostyk Construction, Inc., herein referred to as "contractor". Owner and contractor in consideration of the mutual covenants hereinafter set forth agree as follows:

Rostyk Construction, Inc., proposes to furnish the necessary materials, labor, and equipment to complete the above referenced project for the lump sum of **One Hundred Eighteen Thousand Three Hundred Dollars (\$118,300.00)**, as per previous discussion.

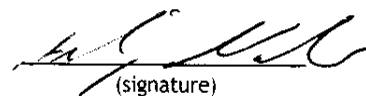
**SCOPE OF WORK**

- Demolish existing garage located in the backyard.
- Tear off and gut existing roof from the house.
- Frame new 2nd story roof structure.
- Install GAF asphalt Architectural shingles (Timberline 30 Year warr.). Color will be chosen by the customer.
- Basement will be fully finished.



(signature)

Rostyk Kawchak  
 Contractor



(signature)

Andrzej Nachman  
 Home Owner


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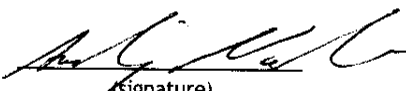
2436 N. 78<sup>th</sup> Ave., Elmwood Park, IL 60707 • 708-514-2222 • 708-583-0833 • 708-583-0888  
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DATE: 02/11/05

- Rear stairway and deck from the back yard to the house are going to be build from treated wood.
- Install new vinyl double hung windows with grilles in the new addition in white color.
- Install new dryvit over the front of the house only. Dryvit samples/colors will be picked out by customer from Rostyk Construction, Inc. samples.
- Install new vinyl siding over the entire house (except the front). Siding samples/colors will be picked out by customer from Rostyk Construction, Inc. samples.
- Install two new furnaces by "Standard" with new duct work.
- Install new 100 Amp. Panel.
- Install all electric. All light fixtures samples/colors will be picked out by customer from Rostyk Construction, Inc. samples. All switches and outlets will be in white color.
- Install new rough plumbing for the entire house.
- Install new insulation for the entire house.
- Install drywall, mud, prime and paint. All paint brands and color samples will be picked out by customer from Rostyk Construction, Inc. samples.
- Gut and build two new kitchen using oak cabinets and laminated C-Tops. Kitchen cabinets and granite top samples/colors will be picked out by customer from Rostyk Construction, Inc. samples. Kitchen sink will be double bowl surface mount in stainless steel finish. Kitchen sink faucet and soap dispenser will be in stainless steel finish.

  
 (signature)

Rostyk Kawchak  
 Contractor

  
 (signature)

Andrzej Nachman  
 Home Owner

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# ROSTYK CONSTRUCTION, ROSTYK CONSTRUCTION, INC.

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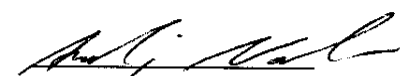
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DATE:                      02/11/05

- All Bathrooms:
  - all faucets will be in stainless steel finish.
  - Install white steel bath tubs.
  - Vanities will be 24" x 21" by PACE or equilant brand in white color. Vanity will have single bowl cultured marble sink in white color. Lavatory faucet will be 4" spread.
  - Toilet will be two piece in white color.
  - Marble tile will installed over bathroom floor area and tub surround walls area. Tile samples/colors will be picked out by customer from Rostyk Construction, Inc. samples.
- Install new laminated flooring in the living and dining rooms. All bedrooms, hallways and stairways will be covered with carpet. All laminated flooring and carpet samples/colors will be picked out by customer from Rostyk Construction, Inc. samples.
- Install all new interior hollow core fiberglass doors with hardware. Hardware samples/colors will be picked out by customer from Rostyk Construction, Inc. samples.
- Install door/window MDF trim and baseboards painted in white color.
- Build new 2-car frame/siding garage on the existing slab located in the backyard. New garage will have one glass block window.
- Clean up and haul away any job related debris.

  
(signature)  
Rostyk Kawchak  
Contractor

  
(signature)  
Andrzej Nachman  
Home Owner

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OFFICE

FAX

DATE: 02/11/05

**NOTE**

All colors, rough and finish materials will be picked out by customer from Rostyk Construction, Inc. samples.

All fixtures, tubs, vanities, sinks, cabinets, counter tops and windows will be provided by Rostyk Construction, Inc.

Customer holds a full right to void the contract within three days of the contract/signature date.

**EXCLUSIONS (from base bid)**

Out of sequence work.

**COMPLETION TIME**

The estimated completion time from start date: Three working months. Estimated start date is Feb. 21, 2005. Estimated completion date is May 21, 2005.

**TERMS**

Three Thousand Three Hundred due on signature or 14 days before start date.

Forty Thousand due when the roof is up.

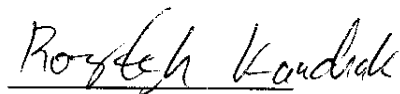
Forty Thousand due when drywall is up.

Thirty Thousand due when flooring and kitchen cabinets are installed.

Five Thousand is due on completion.

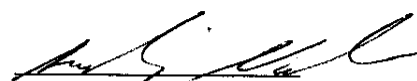
The above price, specifications and conditions are satisfactory and hereby accepted.

Respectfully submitted,



(signature)

Rostyk Kawchak  
Contractor



(signature)

Andrzej Nachman  
Home Owner

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DATE: 02/11/05

SECTION ONE  
STRUCTURE AND SITE

Contractor shall furnish all labor and materials necessary to construct remodeling project, upon the following described property, which owner warrants he owns, free and clear of liens and encumbrances:  

(signature)

SECTION TWO  
PLANS

Contractor shall construct the structure in conformance with the plans, specifications, breakdown and binder receipt signed by contractor and owner, and will do so in a workmanlike manner. Contractor is not responsible for furnishing any improvements other than the structure, such as landscaping, grading, walkways, outside/basement painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically stated in the breakdown.

SECTION THREE  
PAYMENT

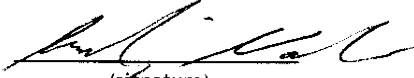
Owner shall pay contractor the sum of One Hundred Eighteen Thousand and Three Hundred U.S. Dollars (\$118,300.00) in installments as set forth in the escrow instructions or the primary lender's schedule (whichever is applicable) signed by owner. In the event any installment is not paid when due, contractor may stop work until payment is made and for five (5) days thereafter. In the event any installment is not paid within ten (10) days after it is due, contractor may take such action as may be necessary, including legal proceedings, to enforce its rights here under.

SECTION FOUR  
PREPARATION

Prior to the start of construction, owner shall provide a clear, accessible building site throughout construction. In the event contractor cannot obtain a building permit within thirty (30) days of the date of this agreement, contractor may declare the agreement of no further force or effect.

  
(signature)

Rostyk Kawchak  
Contractor

  
(signature)

Andrzej Nachman  
Home Owner



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**SECTION FIVE**  
**UTILITIES**

Prior to the start of construction, and at all times during construction, owner shall provide and maintain, at owner's sole expense, an all weather roadway to the building site, water and electrical service, including 220 amp outlet.

**SECTION SIX**  
**RESPONSIBILITY**

Contractor shall not be responsible for damages to persons or property occasioned by owner or his agents, third parties, acts of God or other causes beyond contractor's control. Owner shall hold contractor completely harmless from, and shall indemnify contractor for, all costs, damages, losses, and expenses, including judgments and attorneys fees, resulting from claims arising from causes enumerated in this paragraph.

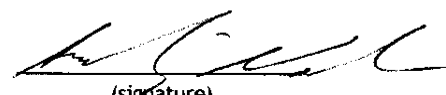
**SECTION SEVEN**  
**POSSESSION**

Owner shall not have possession of the structure until such time as all payments or other obligations required to them as set forth in this agreement have been fully paid or performed by them. If possession of structure is taken by owner before the above obligations are met, without the written consent of contractor, it shall be considered as acceptance of the structure, by the owner, as complete and satisfactory.



(signature)

**Rostyk Kawchak**  
**Contractor**



(signature)

**Andrzej Nachman**  
**Home Owner**

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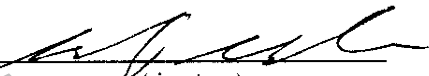
### SECTION EIGHT GENERAL PROVISIONS

Owner agrees to promptly complete the necessary requirements to obtain financing and to prepare the site for construction. There are no understandings or agreements between contractor and owner other than those set forth in this agreement and in the documents referred to in Sections Two and Three. No other statement, representation or promise has been made to induce either party to enter into this agreement. This agreement and the documents referred to in Sections Two and Three may not be modified or amended except by written agreement of the parties. In witness whereof, the parties have executed this agreement the day and year first written above:

**Witnesses**

  
(signature)  
BOGDAN ZAKRZEWSKI

**Home Owner**

  
(signature)  
Andrzej Nachman

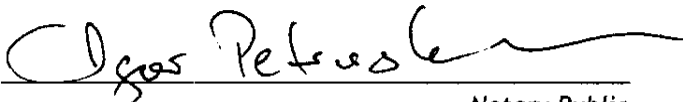
**Contractor**

  
(signature)  
Rostyk Kawchak

**Home Owner**

\_\_\_\_\_  
(signature)

Subscribed and sworn before me this 11 day of February, 2005.

  
\_\_\_\_\_  
Notary Public

