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ORIGINAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS

COUNTY OF COOK

BOX 266



Doc#: 0520119040
Eugene "Gene" Moore Fee: \$18.00
Cook County Recorder of Deeds
Date: 07/20/2005 12:02 PM Pg: 1 of 4

The Claricant, Giertsen Co. of Illinois, an Illinois Corporation (Claimant), with an address at 3995 Commercial Avenue, Northbrook, Illinois, 60662, hereby files its original contractor's claim for mechanics lien on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate (Owner):

Any person claiming an interest in the Real Estate (as hereinafter described) by, through, or under Owner.

Claimant states as follows:

1. On or about August 31, 2004, and subsequently, Owner owed fee simple title to the Real Estate (including all land and improvements (ne reon) (Real Estate) in Cook County, Illinois, commonly known as 4608 S. Keating, Chicago, IL 60632 4823, and legally described as follows:

THE NORTH 32 FEET OF LOT 145 IN FREDFRICK H. BARTLETT'S 48TH AVENUE SUBDIVISION OF LOT 'A' (EXCEPT RAILROADS) IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY. ILLINOIS

The permanent real estate tax number is 19-03-312-024-0000.

- 2. Claimant that made a contract (Contract) dated August 31, 2004, with Stella Tatarinow ("Tatarinow") under which Claimant agreed to provide all necessary labor, material and work to repair damage caused by flood. A copy of the contract is attached hereto as Exhibit A.
- 3. The contract was entered into by Terri Aguilar as Owner's agent, and the work was performed with the knowledge and consent of Owner. Alternatively, Owner authorized Aguilar to enter into the contract. Alternatively, Owner knowingly permitted Aguilar to enter into the contract for the improvement of the Real Estate.
- 4. Claimant performed additional work in the amount of \$\frac{NA}{\text{at the request}}\$ at the request of Tatarinow, as Owner's agent or as an entity authorized by Owner or knowingly permitted by Owner.
 - 5. Claimant last performed work under the Contract on ______, 2005.

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6. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$20,082.68, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$20,082.68 plus interest.

Dated: July 18, 2005

GIERTSEN,CO. OF ILLINOIS

3y: //

Richard Giertsen, Jr.

President

This document has 320 n prepared by and after recording should be returned to:

Charles L. Philbrick Holland & Knight LLP 131 S. Dearborn Street, 30th Floor Chicago, Illinois 60603

VERIFICATION

STATE OF ILLINOIS

COUNTY OF COOK

ss

Richard Giertsen, Jr. being first duly sworn on oath, states c'ra he is President of Claimant, Giertsen Co. of Illinois, and Illinois Corporation, that he is authorized to sign this verification to the foregoing original contractor's claim for mechanics lien, but his read the original contractor's claim for mechanics lien, and that the statements contained herein are true.

Richard Glertsen Jr.

Subscribed and sworn before me this 18 day of July, 2005

Notary Public

My commission expires Hay 22, 2008

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OFFICIAL SEAL
JILL ATKINSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/22/08

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07/13/2005 WED 14:49 FAX 8475041927 CIERTSEN

£1003/004



Between the Contractor

Giertsen Company of Illinois 3995 Commercial Avc. Northbrook, IL 60062

24 Hr. Number: (847) 504-1918

and Property Owner:

City, State, Zip: Claican T 60623

The undersigned is the Property Output
The undersigned is the Property Owner/Agent (hereinafter referred to as "Owner"), and authorizes Giertsen Company of Illinois (hereinafter referred to as "Contractor"), to repair damage caused by to Owner's Property located at estimate \$ / name 14 for next as well as any supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and any additional by the supplemental estimates prepared by Contractor and the supplemental estimates and the supplemental estimates are supplemental estimates and the supplemental
Adjuster for Owner's insurance out as well as any supplemental estimates prepared by a contractor's
Owner's insurance carrier is: Petrot February Petrot February and Contractor.
Owner intercognity disease of
VICTORY ID CONTROLLS TRUE At a control of the deducation of the de
this claim. If Owner's name is included on the pay you for place Contractor's name on all insurance settlement about
Contractor as Owner's attended to Contractor, as Set forth about the Payment over to Contractor.
Owner alone has the authority to authorize Contractor to make any connection with Owner's insurance company or its adjuster and a
White a Mortgage Company is:NCV
Owner does hereby request the above stated mortgage company to protect the interest of the Contractor in handling the loss draft or Authorization. Owner divers the above stated mortgage company to protect the interest of the Contractor in handling the loss draft or Authorization.
Owner directs above stated mortgage company to protect the interest of the Contractor by endorsing insurance drafts and repurping

directly to Contractor or by issuing drafts from insurance proceeds payable to Contractor and mailing directly to contractor. Owner will cooperate with Contractor in getting all forms signed, that mortgage company requires for the release the insurance funds.

Owner shall make payment to Contractor upon substantial completion of the work for estimates that are \$3,500.00 or less. Owner agrees that for projects that are in excess of \$3,500.00, payment draws are to be made upon invoice in are due upon demand. Thereafter, any remaining unpaid amounts due to Contractor shall be paid to Contractor upon substantial completion. Payments shall be considered delinquent if not paid within ten (10) days of due date. Owner shall pay to Contractor interest up on all unpaid amounts which are due and owing beyond ten (10) days at 1-1/2% per month until paid in full.

Owner understands and acknowledges that in order for Contractor to perform its work hereunder, it may be necessary for Contractor to obtain building permits from the Municipality in which the property is located and that in order to obtain such permits and pass inspections required by said Municipality, Contractor may be required to perform additional work to bring the property into

Owner agrees that any such code upgrades or any other additional work, which is not covered by insurance proceeds, shall be paid for by the Owner to the Contractor pursuant to the following schedule; 50% of the cost shall be paid by Owner to Contractor upon execution of the appropriate change order; and the remaining 50% and all other costs of such additional work shall be paid by Owner

The terms and conditions set forth on the reverse side hereof are incorporated herein as a part of this Work Authorization

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(Stella Tatarinow Claim Number 13-4928-008

AUTHORIZATION TO REPAIR

(To Be Signed Prior to Beginning Services/Repairs)

TO: State Farm Fire and Casualty Company

I have agreed to use the State Farm Premier Service* Program. I understand the use of this program is voluntary and I have been offered the opportunity to choose any independent contractor and/or independent service provider(s) participating in the Premiere Service Program. I also under sund they are independent contractors and/or independent service providers hired by me and not by the State Farm Insurance Companies. Understand State Farm is not exercising its option under the insurance contract to repair or replace any part of the

Instead. I have selected and auti orize: Giersen Company of Thirtis perform repairs as indicated on their estimate due contractor and/or independent service provider(s) upon setisfactory completion of the portion of services or repairs provided in their estimate, or I understand my deductible is payable to the authorized Independent as otherwise agreed to with State Farm Fire and Casuatty Company*.

I agree to pay my independent contractor and/or incept/ruent service provider(s) for any repairs, or additional improvements made at my direction, that are not covered under my policy. JOHNA CLONA

Insel Daughter, Terri Aguilar 15 handling Claim for He Named First, Thus her Signature is on Authorization

State Farm's Insurance policies, applications, and required notices are written in English. With the exception of any applicable policy language, this document has been translated into another language for the convenience of our customers. In the event of any difference in interpretation, the English language version will control.

105296.3 Rev. 11-20-2002 Illinois