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THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Scott R. Fradin Stein, Ray & Harris 222 West Adams Street Suite 1800 Chicago, Illinois 60606 (312) 641-3700 Doc#: 0601245113 Fee: \$18.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/12/2006 03:23 PM Pg: 1 of 4

AMENDED ORIGINAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	

The claimant, James A. Blackmore Construction, an Illinois corporation ("Claimant"), with an address at 15020 South Cicero Avenue, Oak Forest, Illinois, hereby files its Original Contractor's Claim for Mechanics Lien, on the Real Estate (as hereinafter described) and against the interests of the following entity or entities in the Real Estate ("Owner"):

Ralph Ross and Margaret Ann Ross

and any person claiming an interest in the Real Estate (as hereinafter described) by, through or under the Owner including, without limitation, all lenders, agents and beneficiaries of Owner. This Amended Claim amends and supersedes the Original Contractor's Claim for Mechanics Lien recorded as Document No. 0512634153 against that portion of the Real Estate bearing P.I.N. 17-04-218-048-1044.

Claimant states as follows:

1. Since on or before March 31, 2004, and subsequently, Owner owned fee simple title to the real estate, including all land and improvements thereon (the "Real Estate") in Cook County, Illinois, commonly known as 1301 North Dearborn Parkway, Unit 806, Chicago, Illinois and legally described as follows:

UNIT 805 AND 806 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN WHITNEY CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 96982956, AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST QUARTER OF

1

P.I.N. 17-04-218-048-1043 P.I.N. 17-04-218-048-1044

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SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 17-04-218-048-1043 and 17-04-218-048-1044

- On or about March 31, 2004, Claimant entered into a contract with Owner under which Claimant agreed to provide general contracting services for 2. alterations and improvements to a residence on the Real Estate in exchange for payment in the original contract amount of \$58,689.84 (the "Contract").
- 3. The Contract was entered into by and the work was performed by Alternatively, Owner Claimant with the knowledge and consent of Owner. authorized or knowingly permitted Mr. Ross, as its agent, to enter into contracts for the improvement of the Real Estate. Alternatively, Owner knowingly permitted Claimant to perform work to improve the Real Estate.
- At the special insistence and request of the Owner, Claimant, as of 4. the date hereof, has furnished extra and additional materials and extra and additional labor in the amount of \$143,371.12 which has, as of the date hereof, increased the contract to \$202,060.96.
- Claimant last performed work under the Contract on or about January 5. 18, 2005.
- To date, Claimant had received \$31,817.25 from the Owner for work 6. performed on the Real Estate.
- As of the date hereof, there is due, owing and unpaid to Claimant, after allowing all credits as set forth in Paragraph 6, the principal balance of One Hundred One Hundred Ten Thousand Two Hundred Forty Three and 71/100 Dollars (\$110,243.71) which principal amount bears interest from time to time on the principal amount then outstanding at the interest rate provided by statute. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the principal amount of \$110,243.71 plus interest at the rate stated above from the date the amounts first became due. Claimant specifically reserves its right to amend this Claim to adjust the principal amount claimed to reflect amounts which Claimant subsequently determines are due and owing whether under the terms of the base contract or for extra and additional materials and extra and additional labor furnished at the special insistence and request of Owner.
- Claimant contends that neither apportionment nor allocation of Claimant's claim is required.

P.I.N. 17-04-218-048-1043

P.I.N. 17-04-218-048-1044

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Dated: January 12, 2006

JAMES A. BLACKMORE CONSTRUCTION

James A. Blackmore, Jr.

Coot County Clark's Office

THIS DOCUMEN'S HAS BEEN PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Scott R. Fradin
Stein, Ray & Harris
222 West Adams Street
Suite 1800
Chicago, Illinois 60606

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STATE OF ILLINOIS))	SS
COUNTY OF COOK)	

AFFIDAVIT

James A. Blackmore, Jr., being first duly sworn, deposes and states that he is the Vice President of James A. Blackmore Construction, Inc., that he is duly authorized to make this affidavit on its behalf; that he has read the foregoing Amended Original Contractor's Claim for Mechanic's Lien, knows the contents thereof, and that the statements contained therein are true.

James A. Blackmore, Jr. Title: Vice President

Subscribed and sworn to before me this <u>(177)</u> day of January, 2006

Notary Public

"OFFICIAL SEAL"
CHRISTINE L. JANGZEWS AU
NOTARY PUBLIC, STATE OF ILLINO.S
MY COMMISSION EXPIRES 8/21/2008

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Scott R. Fradin Stein, Ray & Harris 222 West Adams Street Suite 1800 Chicago, Illinois 60606

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