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**MECHANICS LIEN
CLAIM**

STATE OF ILLINOIS

COUNTY OF COOK

**HIGGINS HEATING & COOLING CORP.
CLAIMANT**

VS.

CITIMORTGAGE, INC.
&
WILLIAM MARKLE, L.L.C.
&
DAVID MARKLE, L.L.C.
&
1225 W. MORSE, L.L.C.
&
CHRISTOPHER HALLIDAY
&
NINA HALLIDAY
DEFENDANTS

Doc#: 0602406122 **Fee:** \$18.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/24/2006 01:49 PM Pg: 1 of 3

The Claimant, Higgins Heating & Cooling Corp., Contractor, of 17058 Dixie Highway, Hazel Crest, State of Illinois, County of Cook, hereby files a claim for lien against CitiMortgage, Inc, Lender, of 1000 Technology Drive, O'Fallon, State of Missouri, County of Saint Charles, and William Markle, L.L.C., of 1411 Maple Avenue, Evanston, State of Illinois, County of Cook and David Markle, L.L.C., of 121 W. 154th Street, Harvey, State of Illinois, County of Cook and 1225 W. Morse, L.L.C., of 121 W. 154th Street, Harvey, State of Illinois, County of Cook and Christopher Halliday and Nina Halliday, of 1225 W. Morse Avenue, Unit 401, Chicago, State of Illinois, County of Cook (hereinafter referred to as "Owners") and states:

That on or about 4/22/04, William Markle, L.L.C., David Markle, L.L.C., and 1225 W. Morse, L.L.C. owned the following described land in the County of Cook, State of Illinois and that on or about 11/30/05 the Owners conveyed to Christopher Halliday and Nina Halliday the following described land in the County of Cook, State of Illinois, to wit:

Street Address: 1225 W. Morse Avenue
Unit 401 and P-53
Chicago, IL 60626

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A/K/A: P.I.N. #: 11-32-119-007-0000

A/K/A: LEGAL DESCRIPTION: (ATTACHED)


And, Higgins Heating and Cooling Corp. was the Owners' Contractor for the improvement thereof. That on or about 4/22/04, said 1225 W. Morse, L.L.C. made a contract with the Claimant to provide labor and material for the performance of heating, ventilation and air conditioning work required for and in said project and property, that on or about 11/17/05, the Claimant completed there under all that was required to be done by said contract.

The following amounts are due on said contract:

Total Balance Due: \$3,927.00

Leaving due, unpaid and owing to the claimant after allowing all credits, the sum of **THREE THOUSAND NINE HUNDRED TWENTY-SEVEN DOLLARS (\$3,927.00)**, for which, with interest, the Claimant claims a lien on said land and improvements.

Higgins Heating & Cooling, Corp.

By: 
Donald A. Higgins, Vice-President

Prepared by/Mail to:
The Law Offices of
Richard P. Reichstein, Ltd.
221 N. LaSalle Street, Suit 1137
Chicago, IL 60601

Recorder Return To

VERIFICATION

State of Illinois
County of Cook

The affiant, Donald A. Higgins, being duly sworn, on oath deposes and says that the affiant is Vice-President of the Claimant; that the affiant has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.


Donald A. Higgins, Vice-President

Subscribed and sworn to
Before me, this 23 day of January,
2006.

MY COMMISSION EXPIRES:


Notary Public Signature



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Legal Description of Property:

Address: 1225 W. Morse Avenue
 Unit 401 and P-53
 Chicago, IL 60626

P.I.N. #: 11-32-119-007-0000

UNIT 401 AND P-53 IN

IN THE NORTH BEACH LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 19, 20 AND 21 IN BLOCK 1 IN L.E. INGALL'S SUBDIVISION OF BLOCKS 5 AND 6 IN THE CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED OCTOBER 14, 2005, AS DOCUMENT NO. 0528727007, AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

subject only to the following: (I) non-delinquent real estate taxes; (II) applicable zoning, planned development and building laws and ordinances and other ordinances of record; (III) encroachments; (IV) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (V) covenants, conditions, agreements, building lines and restrictions of record or to be recorded prior to Closing; (VI) easements recorded at any time prior to Closing, including any easements established by or implied from the Declaration or amendments thereto and any easements provided for in any plat of subdivision of the Project which may hereafter be recorded; (VII) terms, conditions, and restrictions of the Declaration; (VIII) roads or highways, if any; (IX) Purchaser's mortgage, if any; (X) limitations and conditions imposed by the Condominium Property Act of the State of Illinois ("Act"); and (XI) liens and other matters over which "Title Company" (hereinafter defined) is willing to insure at Seller's expense.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THERE WAS NO TENANT IN THE UNIT.