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0602739028

A-1 WINDOWS & SIDING, INC. CLAIM FOR MECHANICS LIEN

Doc#: 0602739028 Fee: \$18.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/27/2006 03:46 PM Pg: 1 of 3

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

Claimant, A-1 Windows & Siding, Inc., an Illinois corporation ("Claimant"), with an address at 1528 West Cullom, Chicago, Illinois, hereby files its claim for mechanics lien on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate:

Gloria M. Simonelli and Connie J. Simonelli (collectively, "Owner")

or any person claiming an interest in the Real Estate by, through, or under Owner.

Claimant states as follows:

1. On or about August 10, 2005, Owner owned fee simple title to the Real Estate, including all land and improvements thereon, in Cook County, Illinois, known as:

Property Address: 3447 N. Marshfield, Chicago, Illinois
Permanent real estate tax/identification number: 14-19-417-004-0000

LOT 14 IN SUBDIVISION OF BLOCK 7 (EXCEPT SOUTH 3 ACRES THEREOF) IN L. TURNER'S SUBDIVISION OF THE NORTHEAST ¼ OF THE EAST ¼ OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2. Claimant made a contract dated August 10, 2005 ("Contract"), with Owner under which Claimant agreed to provide all necessary labor, material, and work to install windows on the Real Estate for the amount of \$10,122.30. A copy of the Contract is attached hereto as Exhibit "A".

3. The Contract was entered into by Owner, and Claimant performed the work prescribed in the Contract and fulfilled each and every obligation thereunder.

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4. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$5,122.30, plus interest at maximum statutory rate and legal fees and costs, as permitted by law. Claimant therefore claims a lien on the Real Estate in the principal amount of \$5,122.30 plus all permitted interest, fees, and costs.

Dated: January 24, 2006

A-1 Windows & Siding Inc.

By 
Michael J. Ferro, its President

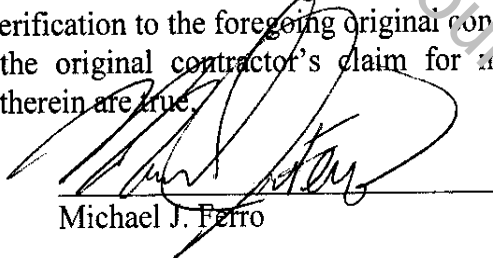
AFFIDAVIT/VERIFICATION

STATE OF ILLINOIS)

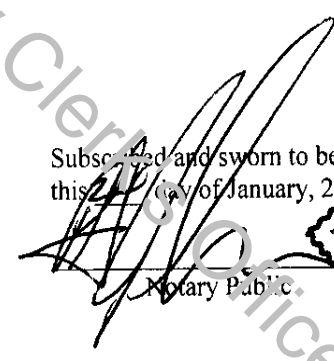
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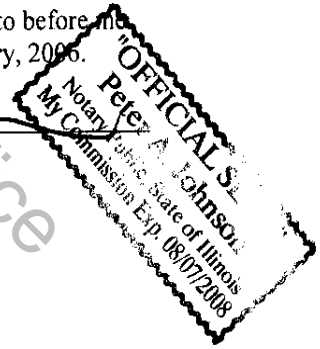
COUNTY OF COOK)

Michael J. Ferro, being first duly sworn on oath, states that he is president of Claimant, A-1 Windows & Siding, Inc., an Illinois corporation, that he is authorized to sign this verification to the foregoing original contractor's claim for mechanics lien, that he has read the original contractor's claim for mechanics lien, and that the statements contained therein are true.


Michael J. Ferro

Subscribed and sworn to before me
this 24th day of January, 2006.


Notary Public



Prepared by/Mail to:
Peter Anthony Johnson
4 East Huron Street
Chicago, Illinois 60611

A-1 WINDOWS & SIDING, INC.
1528 W. Cullom Chicago, Illinois 60613 (773) 755-5264

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EXHIBIT
A

HOME IMPROVEMENT ESTIMATE

THIS ESTIMATE SHALL BECOME A CONTRACT WHEN EXECUTED BY BOTH PARTIES WITHIN THE TIME SPECIFIED

A-1 Windows & Siding, Inc. ("Contractor") agrees to furnish all materials to do the requested modernization work and improvements on the premises located at the address listed below:

Buyer: Gloria Simonelli
Property: 3447 N. Marshfield, Chicago, IL 773-296-9576
Buyer Address (if different from Property):

989-6260

The undersigned Contractor agrees to furnish the following materials, improvements, and / or services:

Furnish and install ⁵ ~~6~~ Bronze exterior white interior vinyl double hung windows, glass block windows and 13 white aluminum double hung windows. Remove old windows; replace any soft or rotten wood as needed in the frame. Cap exterior frame with aluminum. Clean up and haul away all debris. Manufacturer's warranty included. Buyer to ensure that a clear area be provided in front of windows to be replaced, all furniture, air conditioning units and window treatments are to be removed from a 4' area around openings. Cap 15' of porch with bronze aluminum

The starting date for the above described home improvement is estimated to be September 29

The Completion Date for the above described home improvement is estimated to be October 3

Causes beyond Contractor's control may materially delay estimated Completion Date, including, but not limited to, strikes, weather conditions, delays in obtaining goods, act of God, access to property, and labor shortages. Contractor shall not be responsible for any costs incurred by Buyer in connection with any delay beyond the Completion Date.

Price: \$9997.30 + 125 = 10122.30

Payment terms: CASH Installment Payments 5122.30

Deposit \$5000.00 Due upon acceptance. Balance \$4997.30 due upon full completion

Payment(s) due in full upon completion of installation as described above and/or under expressly agreed to payment terms. Late fees will begin to accrue if scheduled payment or payment in full is not received within thirty days after completion or according to terms. All sums unpaid thirty days after date of completion according to payment terms shall bear interest at the rate of 1.75% per month. IF PAYMENT BY "INSTALLMENT PAYMENTS" CHECKED ABOVE, THE PAYMENT TERMS OF THE "HOME IMPROVEMENT INSTALLMENT CONTRACT" ATTACHED HERETO APPLY.

ADDITIONAL TERMS: Contractor warrants workmanship for one year after Completion Date and will remedy substantial defects of that workmanship upon written notice from Buyer if received within one year of the Completion Date. Any modification to workmanship or goods provided in connection herewith voids warranty. Manufacturer's warranty(s) excluded. Contractor shall not be responsible for conditions or circumstances beyond its control including condensation resulting from or due to pre-existing conditions. Painting, staining, or redecorating is not included in this Contract.

- Buyer:
1. Represents Buyer owns the Property or is authorized to enter into this Contract by all owner(s) of record;
 2. Agrees to indemnify Contractor and hold Contractor harmless for any and all costs incurred by Contractor in connection with enforcing Buyer's obligations as set forth herein, including, but not limited to, legal fees, court costs, and all other collection costs;
 3. Agrees to indemnify Contractor and hold Contractor harmless for any and all costs incurred by Contractor in connection with Buyer's authority to enter into this Contract and consent to commission the work to be done; and,
 4. Hereby acknowledges receipt of "Home Repair: Know Your Rights" pamphlet where required.

BUYER MAY DIRECT ANY INQUIRIES TO: Michael J. Ferro at 773-755-5264.

THIS ESTIMATE SHALL BE DEEMED A VALID AND ENFORCEABLE CONTRACT IF ACCEPTED BY BUYER AND RECEIVED BY CONTRACTOR WITH DEPOSIT WITHIN 5 DAYS OF ESTIMATE DATE. THIS CONTRACT MAY BE CANCELLED BY BUYER UPON WRITTEN NOTICE TO CONTRACTOR IF SUCH NOTICE IS RECEIVED WITHIN 3 BUSINESS DAYS FROM ACCEPTANCE DATE.

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This Contract contains the entire understanding and agreement by and between the parties, notwithstanding any verbal representations by either Contractor or Buyer. Any modification(s) hereto must be in writing acknowledged by both parties.

A-1 WINDOWS & SIDING, INC.
Michael J. Ferro
 Signature of Contractor's Agent
Michael J. Ferro
 Printed Name of Contractor's Agent
9-10-05
 Estimate Date

AGREED AND ACCEPTED
 Buyer
Gloria Simonelli
 Buyer's Signature
 Printed Name of Buyer/Title
9/10/05
 Acceptance Date