

# UNOFFICIAL COPY



0615144121

## SUBCONTRACTOR'S CLAIM FOR LIEN

Doc#: 0615144121 Fee: \$18.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/31/2006 03:51 PM Pg: 1 of 4

STATE OF ILLINOIS     )  
  )  
  )     SS  
COUNTY OF COOK     )

### IN THE OFFICE OF THE RECORDER OF DEEDS COOK COUNTY ILLINOIS

The undersigned lien claimant, INTERNATIONAL MARBLE & GRANITE SUPPLY, INC. ("International"), located at 2950 West Grand Avenue, Chicago, Cook County, Illinois, ("International") hereby files notice and claim for lien against: T. Edward Builders, Inc. 841 S. Clifton Avenue, Park Ridge, Illinois 60068 ("Contractor"), SPM Properties, LLC, 1000 Lake Shore Plaza, Unit #40C, Chicago, Illinois 60611 ("Owner") and all others claiming an interest in the below described real property, and states:

On and prior to December 20, 2005, Owner owned the following described land in the County of Cook, State of Illinois, to wit:

**UNIT NO. 40C IN THE 1000 LAKE SHORE PLAZA CONDOMINIUM, AS DELINEATED ON A SURVEY ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEES, UNDER TRUST AGREEMENT DATED AUGUST 18, 1976 AND KNOWN AS TRUST NO. 3067, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23675015; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY), TOGETHER WITH THE TENEMENTS AND APPURTENANCES THEREUNTO BELONGING, IN COOK COUNTY, ILLINOIS.**

The above described property is more commonly known as 1000 Lake Shore Plaza Unit #40C, Chicago, Illinois, and has permanent index number **17-03-204-064-1106** is hereinafter referred to as the "Property." Contractor was Owner's general contractor for the improvement of the Property.

On information and belief, prior to December 20, 2005, Owner, or someone authorized or knowingly permitted by the Owner to do so, entered into a contract with Contractor wherein Contractor was to provide labor, materials and equipment for the construction of repairs, alterations and improvements to and for the benefit of the Property.

On December 20, 2005, Contractor entered into a contract with International to furnish and install labor, materials, equipment and supplies necessary to install certain marble and

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granite materials under the Contractor's contract with Owner, or one knowingly permitted by the Owner to contract for construction on the Property. On April 13, 2006 International fully and satisfactorily completed all work under its contract with Contractor. Pursuant to the contract with Contractor, Contractor was obligated to pay International \$21,194.42, including all change orders, required to be performed by International.

Contractor is entitled to credits in the amount of \$0.00, leaving due, unpaid and owing to International, after allowing for all credits, the sum of \$21,194.42, for which, with interest and attorney's fees International claims as a lien on the Property and all improvements thereon and on the money, bonds, warrants and other considerations due or to become due from the Owner and Contractor, under said contract between Contractor and Owner. All of the labor, materials, equipment and work performed by International were performed and furnished with the knowledge and consent of the Owner, and Owner knowingly permitted Contractor to enter into contracts for the improvement of the Property, including the contract between International and Contractor. Contractor's prime contract with Owner and Contractor's subcontract with International were for the improvement of the Property.

Notice has been duly given to Owner, and persons otherwise interested in the above described real estate, as to the status of the undersigned as subcontractor as provided by the Illinois Mechanics Lien Act 770 ILCS 60/5 and 60/24 (1992).

**INTERNATIONAL MARBLE & GRANITE  
SUPPLY, INC.**

By: 

Peter Hlepas, President

*Prepared by and return to:*  
Bill Toliopoulos  
DLA PIPER RUDNICK GRAY CARY US LLP  
203 N. LaSalle Street, Suite 1900  
Chicago, IL 60601

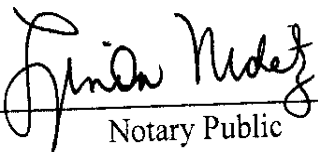
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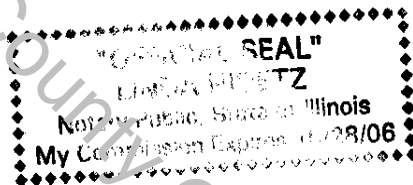
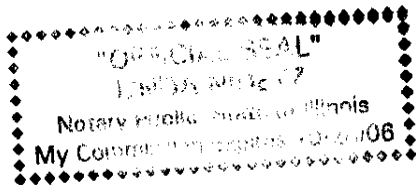
STATE OF ILLINOIS     )  
                                   )     SS  
 COUNTY OF COOK        )

The affiant, PETER HLEPAS, being first duly sworn, deposes and states that he is the President of INTERNATIONAL MARBLE & GRANITE SUPPLY, INC., the Claimant; that he has read the foregoing notice and claim for lien and knows the contents thereof; and that all the statements therein contained are true.

  
 \_\_\_\_\_  
 PETER HLEPAS

Subscribed and sworn to before me this 31st day  
 of May, 2006

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



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## CERTIFICATE OF SERVICE

The undersigned, being first duly sworn on oath, deposes and states that on June 1, 2006, he served the attached Subcontractor's Claim for Lien by sending a duplicate original thereof to each of the persons and entities listed below, by Certified Mail, Return Receipt Requested, Restricted Delivery and First Class Mail to:

Contractor  
T Edward Builders  
841 S Clifton Avenue  
Park Ridge, IL 60068

T. Edward Builders, Inc.  
c/o Mark P. Bischoff, Registered Agent  
217 N. Jefferson Street, Suite 600  
Chicago, Illinois 60661

Owner

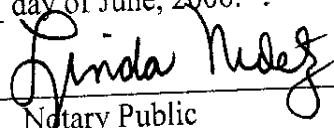
SPM Properties, LLC  
1000 Lake Shore Plaza  
Unit #40C  
Chicago, Illinois 60611

SPM Properties, LLC  
c/o Philip Mandel, Registered Agent  
39 S. LaSalle St., Suite 1220  
Chicago, Illinois 60603

  
\_\_\_\_\_  
Bill Toliopoulos

Subscribed and sworn to before me this

1<sup>ST</sup> day of June, 2006.

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

My Commission Expires:

