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Doc#: 0632134095 Fee: \$18.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 11/17/2006 02:08 PM Pg: 1 of 3

STATE OF ILLINOIS)
COUNTY OF COOK)

SUBCONTRACTOR'S CLAIM FOR LIEN

The Claimant, Jose Roque, Inc.,

AKA J. Roque Planbing, Inc.

(Claimant), with an audiess at

815 N. Milwaukee Ave. Chicago, IL

60622, hereby files its subcontractor's claim for mechanic's lien on the Real Estate (as hereinafter described) and against the interest of the following person or entity the Real Estate Owner (Owner) and any person claiming an interest in the Real Estate (as hereinafter described) by, through, or under Owner:

1841-45 North Orchard, LLC.

Claimant states as follows:

1. On or about July 20, 2005, Owner owned fee simple title to the Real Estate (including all land and improvements thereon) (Real Estate) in Cock County, Illinois commonly known as **1841**N. Orchard Chicago, IL 60614, and legally described as fcilows:

Unit No. 1F, 1R, 2F, 2R, 3F, 3R Coach 1 and Coach 2 in 1841 No. th Orchard Condominium as delineated on the survey of said real estate, described as follows: The West ½ Lot 7 (except part for alley) in Assessor's Subdivision of lot 13 in Block 2 in Sheffield's Addition to Chicago in Sections 29, 31, 32 and 33, Township 40 North, Range 14, East of the Third Principal Moridian in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 92203778, together with its undivided percentage interest in the common elements in Cook Count, Illinois.

The Permanent real estate tax numbers are:

14-33-302-158-1001; 14-33-302-158-1002; 14-33-302-158-1003; 14-33-302-158-1004; 14-33-302-158-1005; 14-33-302-158-1006; 14-33-302-158-1007; 14-33-302-158-1008;

2. Claimant made a contract dated June 7, 2005, with Melrose Partners of Chicago, LLC (Melrose) and Andrew Hershoff (Hershoff) under which Claimant agreed as subcontractor to provide all necessary plumbing labor, material, and services for the improvement of the Real Estate.

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- 3. Claimant then provided necessary rough plumbing materials, services, and labor for the improvement to the Real Estate and performed its duties under the contract.
- 4. On or about June, September, and October 2006, Claimant agreed with Hershoff to perform additional plumbing work on the Real Estate, pursuant to changes to the Real Estate development by Hershoff. Claimant then performed its duties under these agreements and provided additional rough plumbing and other plumbing labor, materials, and supplies to the Real Estate.
- 5. The contract(s) for plumbing work was entered into by Hershoff and Melrose as Owner's agent, and the work was performed with the knowledge and consent of Owner. Alternatively, Owner authorized Hershoff and Melrose to enter into the contract for plumbing work. Alternatively, Owner knowingly permitted Hershoff and Melrose to enter into the contract for the improvements of the Real Estate.
- 6. Claimant last performed work on the subcontract on October 24, 2006, and therefore October 24, 2006 is the completion date.
- 7. As of hereof, there is the unpaid, owing to Claimant, after allowing all the credits, the principal sum of \$51,600.00 which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including land and improvements thereon) in the amount of \$51,600.00, plus interest.

Dated: November 16, 2006

Jose Roque, Inc.

Neal S. Gainsberg, Attorney for

Jose Roque, Inc.

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETUNRED TO:

Neal S. Gainsberg Staver & Gainsberg, P.C. 120 W Madison St., Suite 520 Chicago, IL 60602 (312) 422-1130

J.Roque Plumbing, Inc.

No. 2144

STATE OF ILLINOIS) SS COUNTY OF COOK

VERIFICATION

Jose Roque, being first duly swom on oath states that he is president/officer of Jose Roque, Inc., an Illinois corporation that he is authorized to sign the verification to the foregoing subcontractor's claim for mechanic's lien, that he has read the subcontractor's mechanic's lien, and the statements d cu.

Subscribed and swom to before me
This left day of November 2006