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Doc#: 0635256033 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/18/2008 01:15 PM Pg: 1 of 4

ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

STATE OF ILLINOIS:
COUNTY OF COOK:

LEGAL DESCRIPTION

Lot 2 in Block 7 in William A. Merigold's Resubdivision of the North 50 Acres of the East ½ of the Northeast ¼ of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number(s) 16-22-214-024
Owner(s) of Record: Boykin Chafin

The undersigned claimant, Garage King, of 3801 West Lake Ave Glenview, Illinois, makes the following statement and claims a mechanic's lien under the Mechanic's Lien Act of the State of Illinois, as set forth in 770ILCS60?1 et seq. (formerly Ill. Rev Statute Ch 82, par 1 et seq.), and states that:

The following described real property, commonly known as 1302 South Komensky, Chicago, Illinois 60623 of which beneficiary is known to be Boykin Chafin. The Contract Purchaser of the detached private garage constructed by Garage King on said parcel.

On November 13, 2006 the undersigned claimant made a contract with Boykin Chafin who was the owner of the premises, for the total sum of which; as contracted for is \$9,750.00. Plus extras, which sum was to be payable as follows \$2,900.00 deposit with contract November 13, 2006, \$3,000.00 upon completion of concrete and \$4,750.00 when carpentry for the garage is completed; of which remains and outstanding balance of \$7,750.00 for garage as contracted .

" The buyer agrees to be responsible for attorney's fees and costs incurred by seller in any collection action or actions against buyer," Garage King furnished Labor and Materials and completed Garage King's performance under the contract dated November 13, 2006, in accordance with the requests of the owner(s). There is now justly due claimant, after allowing all credits, deductions and set-offs, \$3,000.00 for concrete completion; which is still unpaid due and owing.

A copy of the amount is attached to this claim as Exhibit A. The claimant now claims a lien on the premises described above and all improvements on them, against all persons interested, for \$7,750.00 as per the contract. The buyer shall be responsible for one and one half percentage interest (1.5%) PER MONTH ON THE UNPAID BALANCE or with interest, according the statute.

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GARAGE KING

SPECIFICATION SHEET/RETAIL CONTRACT

3801 W. LAKE AVE., SUITE #200, GLENVIEW, ILLINOIS 60026
 CHICAGO (773) 883-0400 SUBURBS (847) 441-6947 FAX (847) 998-5713
 BONDED, INSURED & LICENSED #53987 & #53988
 STATE OF ILLINOIS LICENSE #104-008599

Date: 11/13 20 06

Buyer Boykin Charin Home Phone Number () _____
 Residence Address 5128 Ridge Ave Hillside IL 60162
Number Street City, State Zip
 Job Address 1302 S. Komenskky Chgo. IL 60623
Number Street City, State Zip
 Cell Phone # (714) 290 4735 Pager # () _____ Work Phone # () _____

CARPENTER SPECIFICATIONS			CONSTRUCTION SPECIFICATIONS		CONCRETE SPECIFICATIONS	
SIZE: WIDTH: LENGTH:	<u>22 x 20</u>		2" X 4" STUDS - 16" O.C. ✓	CONDUIT STUB FOR ELECTRIC ✓		
			6-1" X 4" NOTCHED SWAY BRACES <small>5/16" sceler</small>	SIZE OF FLOOR: <u>22x20</u>		
			2-2" X 12" OVERHEAD DOOR HEADERS ✓	SIZE OF APRON: <u>22x6</u>		
PATIO ROOF	_____		2" X 6" RAFTERS - 24" O.C. ✓	WIRE MESH IN ALL CONCRETE ✓		
GARAGE DOOR	<u>2</u>		2" X 8" HIP AND RIDGE ✓	DRIVEWAY _____		
WIDTH <u>10</u> HEIGHT _____			ROOF SHEATHING 7/16 OSB ✓	PATIO: FLOOR _____		
COLOR <u>white</u>			1/2 PLYWOOD ✓	WALKS: <u>3x26</u>		
STEEL RAISED PANEL	_____		PRIMED STEEL SERVICE DOOR 30" X 6' 8" ✓	RETAINING WALLS - TO BE PAID AS FOLLOWS:		
ROOF STYLE <u>HIP OR GABLE</u>	_____		PREHUNG <u>2 DOORS</u>	BUYER TO DEAL DIRECTLY WITH CONCRETE FOREMAN AT \$50.00 PER INCH OVER 8" <input type="checkbox"/>		
4/12 PITCH			ALUMINUM THRESHOLD ✓	INCLUDED IN PRICE <input checked="" type="checkbox"/>		
SHINGLES 235 LB. SEAL TABS <input checked="" type="checkbox"/>			HOUSE ENTRY LOCK	STEP(S) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> INITIAL _____		
COLOR: <u>Rainbow Green</u>			DEADBOLT LOCK	FOOTINGS: TO CODE: <u>N/A</u>		
TYPE OF SIDING <u>Vinyl</u>			5-2" X 6" CROSS TIES - WIDTH 1 - LENGTH _____	INCLUDED IN PRICE <input type="checkbox"/>		
COLOR: <u>Gray w/ white trim</u>			6" EAVES - 4 SIDES	HAULING OF DIRT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
WALL SHEATHING			WHITE <input checked="" type="checkbox"/> BROWN <input type="checkbox"/>	DEAL DIRECT WITH CONCRETE MAN <input type="checkbox"/>		
7/16" OSB ✓			SINGLE JALOUSIE <u>TRIPLE JALOUSIE</u> SLIDER			
1/2" PLYWOOD ✓			ALL KILN DRIED LUMBER			
NO ELECTRIC INITIAL <u>M</u>			WOLMANIZED BOTTOM PLATES			
DEAL DIRECT <input checked="" type="checkbox"/> SEE NOTE BELOW			WRECK & HAUL EXISTING GARAGE <u>N/A</u>			
NO DOOR OPERATOR			SIZE: _____			
NO FENCE POST REPLACEMENT. NOT RESPONSIBLE FOR FENCE DAMAGE			BREAK & HAUL EXISTING GARAGE SLAB UP TO 4"			
NO PAINTING • NO STAINING			SIZE: _____			
NO GUTTERS, TREE OR BUSH REMOVAL			NO HAULING OF CONTENTS _____			
PERMIT BY: SELLER <input checked="" type="checkbox"/> BUYER <input type="checkbox"/>						

ADVERTISING ALLOWANCE HAS BEEN MADE TO WARRANTY TAG.

NOTE OWNER TO DEAL DIRECT WITH ELECTRICAL CONTRACTOR (SEE DEAL DIRECT ELECTRICAL ORDER FORM) GARAGE KING IS NOT A LICENSED ELECTRICAL CONTRACTOR. GARAGE KING DOES NOT DO ANY ELECTRICAL INSTALLATION. BASE ELECTRIC PACKAGE - 1 LIGHT, 1 OUTLET, 1 SWITCH AND 1 LIGHT AT THE SERVICE DOOR. ALL CARPENTRY MUST BE PAID IN FULL PRIOR TO ELECTRICAL INSTALLATION.

ALL CONSTRUCTION TO EXISTING BUILDING CODES.
 NO OTHER WORK TO BE PERFORMED EXCEPT AS STATED ABOVE.
 ANY CHANGES MUST BE DOCUMENTED ON SEPARATE "CHANGE OF ORDER FORM".

THIS CONTRACT IS SUBJECT TO TERMS ON THE REVERSE SIDE WHICH ARE MADE PART OF THIS CONTRACT

YOU THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT ON THE 3RD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT.

THE BUYER AGREES: To pay GARAGE KING for all labor, materials and services in the following manner:

CASH PRICE \$ <u>49,750</u>	PAYABLE AS FOLLOWS:
Deposit with this Contract	\$ <u>2000.00</u> CHECK
Payment Due On Wrecking	\$ _____
Payment Due On Completion of Concrete	\$ <u>3000.00</u>
Payment Due On Delivery of Materials	\$ _____
Payment Due On Completion of Carpentry	\$ <u>4750.00</u>
	(Pay Carpenter)

BUYER AND EACH CO-SIGNER ACKNOWLEDGE THAT A COMPLETELY FILLED IN COPY OF THIS CONTRACT, SIGNED BY BUYER AND SELLER, HAS BEEN DELIVERED TO AND RETAINED BY BUYER AND SUCH CO-SIGNER.

Seller: **GARAGE KING**

Buyer: [Signature]

By: [Signature]

Co-Signer

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TERMS OF CONTRACT

1. Buyer(s) warrants that all necessary surveys and permits for the work can be secured and a non-fee Seller or his behalf to obtain same. Buyer(s) authorizes all necessary changes in the plans and specifications to enable the improvement to be completed in accordance with local building codes and zoning ordinances. All such necessary changes shall be paid for by Buyer(s) at Seller's regular price.
The Buyer(s) represents that there are no conditions or restrictions of record (either private or public) which would interfere with the placement of the garage at the place agreed upon by the parties. The Buyer(s) shall be responsible for any additional costs in the event there is a condition or restriction of record which interferes with the placement of the garage as indicated. Buyer(s) will identify boundary lines and be responsible for obtaining necessary permits and zoning variations before commencement of work. Buyer(s) is solely responsible for conforming with any and all municipal codes.
2. It is agreed that all salvage removed from the premises is Seller's sole property and Buyer(s) is to receive no compensation whatsoever (Seller is not responsible for damage to shrubbery, grass, trees, fences or landscaping in way or condition). Risk of loss for work and or material installed in structure is the responsibility of Buyer(s).
3. If unusual subsoil conditions, obstructions above or below grade or facts known to Buyer(s) and not disclosed to Seller require change in work, any increases in the cash price by reason thereof shall be paid for by Buyer(s) at Seller's regular price thereof except as otherwise provided herein.
4. **No work will be done or material furnished except as specified herein or agreed to in writing.** All changes requested by Buyer(s) or required here under shall be paid for by Buyer(s) in addition to the contract price. All of Seller's rights and remedies will extend to changes. Unless otherwise agreed to in writing, and except as otherwise provided herein, all changes will be at Seller's regular price.
5. **Seller may make minor variations in work or substitute material of equal or better quality without consent of Buyer(s).**
Seller warrants material is of standard quality and will transfer to Buyer(s) all manufacturer's written guarantees, if any. Seller warrants workmanship for one year after date of substantial completion and will remedy substantial defects only on written notice from Buyer(s) within such period. **Warranties expressly do not cover cracking, peeling or pitting of cement work. Further, Garage King's warranty does not cover damage to concrete or asphalt from ground settling, frost heave, road salts, and the matching of color or substance of various materials or other conditions beyond Garage King's control.** There are no other warranties expressed or implied. Warranty does not cover splitting or twisting of pressure treated lumber.
6. The occurrence of any of the following events shall constitute a Default (as such term is used herein): (a) Nonpayment, when due, of any amount payable by Buyer(s) hereunder or Buyer(s)'s breach of any agreement, warranty or obligation contained herein; (b) Any statement, representation or warranty of Buyer(s) herein or in any application, other writing at any time furnished by or on behalf of Buyer(s) to Seller in connection with the transaction evidenced by this contract is untrue in all respect; (c) Buyer(s) becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against Buyer(s) alleging that Buyer(s) is insolvent or unable to pay debts as they mature; (d) Seller for any other reason whatsoever has reasonable cause to deem itself insecure. Subject to any restrictions imposed by applicable law, whenever a Default shall be existing; all obligations of Buyer(s) hereunder may, notwithstanding any other provision of this contract, at the option of Seller, and without demand or notice of any kind, be declared and thereupon immediately shall be due and payable; Seller shall have and may exercise from time to time the rights and remedies provided in this contract or which may be available to Seller under applicable law.
Buyer(s) note, if any, and this contract contain confession of judgment clauses. A judgment can become a lien on all real property owned by Buyer at or after judgment. Buyer(s) note, if any, grants the holder the right of set-off or lien on any deposits or sums now or hereafter owned by holder to buyer. Seller has a lien for services, labor and material on the property on which structure is placed and all buildings thereon under Illinois Revised Statutes, Chapter 82, paragraphs 1 through 39.
To secure payment hereof, the Buyer(s) jointly and severally, hereby authorize irrevocably any attorney of any Court of Record to appear for any one or more of them in such Court, in term, time or vacation, after default in payment hereof and confess a judgment without process in favor of the holder hereof for such amount as may then appear unpaid hereon, together with costs of suit and reasonable attorney's fees and to release and waive all errors that may intervene in any such proceeding and consents to immediate execution upon such unless specified in contract.
The Buyer(s) shall be in default of this Agreement in the event that the Buyer(s) does not pay all moneys due upon the substantial completion of the garage as agreed upon by the parties. **Upon default the Buyer(s) shall be responsible for interest at the rate of 1 1/2% per month on the outstanding balance.** The Buyer(s) shall also be responsible for reasonable attorney's fees and costs incurred by the Seller in any collection actions against the Buyer(s). In the event that the Buyer(s) does not make all payments as agreed, the Seller shall have the right to file a mechanic's lien against said property and to enforce the mechanic's lien in a court of competent jurisdiction. All costs involved in the filing of mechanic's lien and the attorney's fees therefore shall be added to the balance.
Buyer(s) agree that all material brought to site and used in the assembly of garage, remain the property of Garage King, and upon default of this agreement, and in the event Buyer(s) fail to make payment as provided herein, Seller may without notice, remove garage and or disassemble and remove material, and or any part thereof. Any deposits tendered shall be retained as liquidated damages and not as penalty.
7. The Buyer(s) represents that he has legal title to the real estate upon which the Seller shall place the garage. The Buyer(s) shall supply to the Seller all necessary documents including legal descriptions and other necessary documents.
In the event this contract is terminated or, canceled by the Buyer(s) at any time either before or after work has commenced, the Buyer(s) shall pay Seller 25% of the contract price as liquidated damages and not as a penalty.
In addition, in the event Buyer(s) has executed a Trust Deed (Mortgage) in connection with this contract, such Trust Deed (Mortgage) shall serve as security for all damages sustained by Seller by reason of Buyer(s)'s action, unless specified in contract 25% of contract is for labor and 75% is for materials.
8. This contract shall not be binding upon Seller, until accepted by one of its duly authorized officers.
All payments to be made by check or money order if the Buyer(s) is to hold the Seller's agent responsible for fund transmittal to Garage King. **All checks shall be made payable to "GARAGE KING".**
9. **Buyer(s) agrees to execute all other documents which Seller, lending institution or municipality may require in order to carry out the terms of this contract; including the signing of any notes or trust deeds on said property to be improved.**
10. In the event that the Seller shall place the garage upon existing concrete slab owned by the Buyer(s). The Buyer(s) agrees that the Seller shall not be responsible for standing water, openings under the structure, grouting, space left between the garage door and the concrete slab, for any cracks due to irregularities in the existing concrete, or for subsequent garage damage due to the Buyer(s)'s garage slab.
11. **EXCEPT AS EXPRESSLY SET FORTH OR INCORPORATED HEREIN, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK. IF SELLER HAS GIVEN TO BUYER(S) A WRITTEN WARRANTY OF SELLER COVERING THE WORK, ALL OF THE TERMS, CONDITIONS, EXCLUSIONS, AND LIMITATIONS CONTAINED IN SUCH WRITTEN WARRANTY ARE HEREBY INCORPORATED IN THIS CONTRACT. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF EITHER MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WORK; WHICH IS NOT COVERED BY SUCH A WRITTEN WARRANTY OF SELLER. SELLER SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL DAMAGES EXCEPT ONLY TO THE EXTENT THAT SELLER'S LIABILITY, FOR SUCH DAMAGES ARISES UNDER, AND IS NOT DISCLAIMED IN ANY SUCH WRITTEN WARRANTY OF SELLER.**
12. If this contract is signed by one or more Co-Signers, all agreements and obligations of Buyer(s) hereunder shall, to the extent permitted by applicable law, be jointly and severally binding upon each such Co-Signer, together, and the Buyer(s), hereby warrants (a) such Co-Signer actually has received (or, upon delivery and/or performance thereof, will receive the goods and/or services sold hereunder, and/or such Co-Signer is the parent or spouse of Buyer(s)). However, Seller, at its sole discretion, may send all statements, demands, notices, and other communications solely to Buyer(s), and may rely and act upon Buyer(s)'s sole agreements with respect to all matters relating to this contract, and may consent to or grant any extensions of time (for one or more periods, whether or not longer than the original period), releases comprised indulgences with respect to this contract or any collateral security or to Buyer(s) or any other obligor hereunder or thereunder, all without notice to any such Co-Signer, it being understood that none of the foregoing, nor any release or impairment of, or failure to pay on the part of the Seller in perfecting or enforcing, any rights of Seller against Buyer(s) or any such Co-Signer or any collateral security, shall release or discharge Buyer(s) or any such Co-Signer from his or her obligations hereunder.
13. This contract shall be governed and construed under the laws of the State of Illinois. Whenever possible, each provision of this contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this contract.
14. This contract contains all of the agreements of the parties hereto, and no agreements, representations, promises, or statements have been made by or on behalf of Seller, except as expressly set forth or incorporated herein; nor will any waivers or modifications of the terms and conditions of this contract, or any other agreements, representations, promises or statements relating to this contract hereafter purportedly made by or on behalf of the Seller, be binding upon Seller or any assignee of Seller's rights under this contract except as expressly set forth in notation, signed by a duly authorized officer of Seller, on the counterpart designated as "Original" of this contract. Buyer(s) hereby further agrees and acknowledges that except as otherwise expressly specified herein: (a) Seller shall not be liable or responsible for any delay or damages caused by strikes, weather conditions, material shortages or causes beyond Seller's control; (b) In the event Buyer(s) shall assert a claim against Seller, it shall be a complete defense thereto, that Buyer(s) has been compensated for such claim by insurance or otherwise.
15. The parties agree that there are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting this Contract and that this instrument contains the entire agreement between the Seller and the Buyer(s), and that consequently no prior dealings, no usage of the trade and subsequent course of performance between the parties shall be relevant to supplement or explain any terms in the contract.
16. The Buyer(s) hereby waives trial by jury in any litigation arising out of the Contract, and voluntarily and expressly agrees that proper venue shall be in Cook County, Illinois.
17. Buyer(s) agree to execute all other documents which Seller or institution may require to carry out the terms of this contract and financing required, including the signing of any notes or trust deeds on said property to be improved.
18. All-rights remedies and privileges of Seller hereunder inure to the benefit of and are enforceable by any assignee of this Contract. Buyer(s) and each Co-signer hereby waives against any assignee of Seller's rights under this contract, all claims and defenses, whether now or hereafter existing of Buyer(s) against Seller. The Seller may assign this contract and any accompanying note, without notice to Buyer(s). All remedies either under this contract or by law afforded to the Seller or assignee shall be cumulative and not alternative. In the event of such assignment, the Buyer(s) shall perform all promises herein contained to such assignee as the owner hereof and Buyer(s) agrees that after such assignment, it will settle all claims against the seller directly with it and not the assignee hereof.
19. Any and all warranties made by Seller to Buyer(s) shall not be binding upon Seller if Buyer(s) fails to make any payment as provided herein.
20. The execution or failure to execute a completion certificate shall in no way affect the rights of the Seller.
21. Liquidated damage clause and confession clause not enforceable by Seller if Buyer(s) timely rescinds this contract under any applicable Federal Trade Regulation or State Statute.
22. So that Garage King may reasonably consider Buyer(s) application and or financing. Garage King may obtain any necessary information. This information will be treated as confidential. Also, Garage King may obtain information based on reasonable cause, deeming itself insecure.
23. **NOTICE OF CANCELLATION... BUYER(S) MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SUCH CANCELLATION MUST BE IN WRITING AND MAILED BY CERTIFIED OR REGISTERED MAIL. RETURN RECEIPT REQUESTED; WITH A COPY OF THIS CONTRACT.**