



Doc#: 0706548124 Fee: \$18.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/06/2007 03:41 PM Pg: 1 of 4

State of Illinois ) )  
 ) SS. ) )  
County of Cook ) )  
 ) )  
**General Contractor's Mechanic's** ) )  
**Lien Notice and Claim** ) )  
 ) )

The undersigned Claimant, Chris General Construction, Corp. (the "Claimant"), of 6341 W. Belmont, City of Chicago, County of Cook, State of Illinois, hereby claims a Mechanic's Lien pursuant to the Mechanic's Lien Act of the State of Illinois against Owners, Metropolitan Bank and Trust Company, as Trustee under a Trust Agreement dated the 5<sup>th</sup> day of March, 1999, and Robert Didiana (the "Owners") regarding the property commonly known as 2301-07 W. Taylor, Chicago, County of Cook, State of Illinois (the "Property"), and states as follows:

1. Owners now hold title to that certain real Property in the County of Cook, State of Illinois, to wit:

Lot 50 in the Subdivision of Block 11 of Morris and Others Subdivision of the West 1/2 of the Southwest 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The Property is commonly known as 2301-07 W. Taylor, Chicago, Illinois

Permanent Real Estate Index Number 17-15-328-021-0000

2. On or about June 19, 2006, Claimant and Owners entered into that certain agreement (the "Contract") for the performance of certain work and/or the delivery of certain materials by Claimant to erect a building containing three dwelling units and a first floor retail space (the "Work") for the sum of \$930,000.00 (the "Contract Sum").
3. On or about November 10, 2006, Claimant completed excavation of the land and the pouring of the concrete footing, in accordance with the terms of the Contract, before stopping work due Owner's check being returned due to insufficient funds.
4. All labor and materials furnished and delivered by Claimant were furnished to and used in connection with the improvement of the Property, and the last of such labor and materials was furnished, delivered and performed on or about November 10, 2006.

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- 5. There is now justly due and owing the Claimant after allowing to the Owners all credits, deductions, and offsets, the sum of \$30,000.00, plus interest at the rate specified in the Illinois Mechanic's Lien Act.
- 6. Claimant now claims a lien on the above-referenced Property, and on all of the improvements thereon, against the Owners and all persons interested therein, for the sum of \$30,000.00 plus interest at the rate specified in the Illinois Mechanic's Lien Act, as well as court costs and attorney's fees.

Claimant: Chris General Construction, Corp.

By: Krzysztof Miscierewicz  
Krzysztof Miscierewicz

State of Illinois        )  
                                  ) SS.  
County of Cook         )

The Affiant, Krzysztof Miscierewicz, being first duly sworn on oath, deposes and states that he is an authorized agent and/or Officer of Claimant, Chris general Construction, Corp.; that he has read the foregoing Notice and Claim For Lien, knows the contents thereof, and that all of the statements contained therein are true to the best of Affiant's knowledge.

Krzysztof Miscierewicz  
Krzysztof Miscierewicz

Subscriber and sworn to before me this 6<sup>th</sup> day of March, 2007.



Michael J. Simkunas  
Notary Public

Prepared by and Return recording to:  
Michael J. Simkunas  
LAW OFFICE OF MICHAEL J. SIMKUNAS  
1111 South Blvd  
Oak Park, Illinois 60302

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## Chris General Construction

6341 W Belmont Ave.

Chicago IL 60634

Phone: (773) 889-8975

Fax: (773) 889-8976

### Cash Sales Contract

Chris General Construction agrees to furnish all materials and labor necessary to do modernization work and improvements on the premises located at the address listed below under the following terms and conditions:

Owner's Name: Bob Bacci

Address: 2301-07 W. Taylor Street

Chicago

State: IL

Phone:

Date: 6-18-06

Zip Code:

Undersigned Contractor agrees to furnish the following materials, improvements, labor, and/or services:

Provide 3 dwelling units, 1st floor pizzeria, 2 story according to the architects plan dated 01-05-06. Use casement windows and doors with aluminum outside and wood inside. Interior doors will be solid, painted flash birch. Door frames, casings (2 1/4"), baseboards (4 1/4) will be painted. Hardwood floors will be installed in the kitchens, living rooms, and hallways. Carpet will be installed in the bedrooms (\$15 per yard). Use 42" kitchen maple cabinets with granite countertops (4" backsplash), under mounting a steel sink with MOEN faucets. Use stainless steel appliances and stackable washer and dryer. Apply ceramic tiles on the walls in the utility rooms. Install granite or marble tiles (maximum \$7 per square foot) on the wet walls and floors in the bathrooms. Bathroom faucets will be MOEN. Install vanity with china sinks and granite countertops. The mirrors above will have strip lights. Bathrooms use one piece toilets, and 5' white jacuzzi's. All recess lights will be 6" in diameter with white trim. Install white baseboards, doors, and door frames will be white. In commercial spaces make electric and plumbing lines, bathrooms, and furnace rooms. Make framing for the walls and install drywall. Install store fronts. Leave concrete floors. Install acoustical ceiling. Any changes in plans or extra work will be at owner's cost accordingly.

Owner agrees to pay Contractor for all labor and materials and services to be furnished by Contractor to Owner, under the terms of this contract.

Total sum of:

U.S. \$30,000.00

\$0.00

U.S. \$30,000.00

Contractor shall not be liable for delays caused by strikes, weather conditions, delay in obtaining goods or other causes beyond its control. This contract contains the entire understanding and agreement between the parties. No verbal agreements or changes are to be recognized.

In consideration of Contractor executing this contract and promptly processing and expediting work preparations so that the necessary materials are made for completion of the work and materials to be performed under the terms of this contract at the earliest possible date, Owners agree that this contract is binding and non-cancelable on the date of its execution. Therefore, if for any reason Owner shall wish to cancel this contract, Owners agree to pay Contractor a cancellation charge of one-third (1/3) of the contract price as liquidated damages to Contractor for said unauthorized cancellation.

And severally hereby authorize irrevocably any attorney of any court of record to appear for the undersigned or any one or more of them in such court, in term time or vacation, after said sums become due and collect judgment without process in favor of Contractor for such processing and to consent to its immediate execution upon such judgment, hereby ratifying and confirming all that said Contractor may do by virtue hereof.

Owner certifies that he has read this agreement, fully understands its provisions and has been given an exact and fully completed copy of this contract prior to signing.

06/19/06 H. Bacciarini

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## Chris General Construction

6341 W Belmont Ave.

Chicago IL 60634

Phone: (773) 889-8975

Fax: (773) 889-8976

### Cash Sales Contract

Chris General Construction agrees to furnish all materials and labor necessary to do modernization work and improvements on the premises located at the address listed below under the following terms and conditions:

Owner's Name: Bacci Pizza

Phone:

Address: 2301 W. Taylor

Date: 11-28-06

City: Chicago

State: IL

Zip Code:

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

Excavate land and pour concrete footing.

Owner owes \$5,000.00 earnest money from previous contract.

NOTE: ORIGINAL CONTRACT IS VOIDED  
DUE TO OWNER NOT HAVING FINANCING  
BALANCE DUE IS FINAL. \$30,000.00

Owner agrees to pay Contractor for all labor and materials and services to be furnished by Contractor to Owner, under the terms of this contract.

All for the sum of:	\$30,000.00
Deposit:	\$0.00
Balance:	<u>\$30,000.00</u>

- (a) Contractor shall not be liable for delays caused by strikes, weather conditions, delay in obtaining goods or other causes beyond its control.
- (b) This contract contains the entire understanding and agreement between the parties. No verbal agreements or changes are to be recognized.

(c) In consideration of Contractor executing this contract and promptly processing and expediting work preparations so that the necessary arrangements are made for completion of the work and materials to be performed under the terms of this contract at the earliest possible date. Owners agree that this contract is binding and non-cancellable on the date of its execution. Therefore, for any reason Owner shall attempt to cancel this contract, Owners agree to pay Contractor a cancellation charge of one-third (1/3) of the contract price as liquidated damages to Contractor for said unauthorized cancellation.

(d) To secure the payment of any amount due or to become due under the terms of this contract, the undersigned Owner and each of them jointly and severally hereby authorize irrevocably any attorney of any court of record to appear for the undersigned or any one or more of them in such court, in term time or vacation, after said sums become due and confess judgement without prejudice in favor of Contractor for such processing and to consent to immediate execution upon such judgement, hereby ratifying and confirming all that said attorney may do by virtue hereof.

Owner agrees that he has read this agreement, fully understands its provisions and has been given an exact and fully completed copy of this contract prior to signing.

Dated: 11.28.06

Owner: \_\_\_\_\_

(Contractor)  
By: [Signature]  
Representative

Owner's Spouse: \_\_\_\_\_