UNOFFICIAL COPY

State of Illinois) SS. County of Cook)) Eugene "C Cook Cou	U/06548124 Fee: \$18.50 aene" Moore RHSP Fee:\$10.0 nty Recorder of Deeds 96/2007 03:41 PM Pg: 1 of 4
General Contractor's Mechanic's Lien Notice and Claim)))	

The undersigned Claimant, Chris General Construction, Corp. (the "Claimant"), of 6341 W. Beimont, 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 5th 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 ½ of the Southwe 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 "Wo k") 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.

0706548124 Page: 2 of 4

UNOFFICIAL COP

- 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

State of Illinois

County of Cook

rewin The Affiant, Krzysztof Miscierewicz, being first duly sworn on oath, deposes and states that he is an authorized agent and/or Office, 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.

Subscriber and sworn to before me this 6th day of March, 2007.

OFFICIAL SEAL MICHAEL J SIMKUNAS

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

UNOFFICIAL COPY

Chris General Construction

6341 W Belmont Ave. Chicago IL 60634 **Cash Sales Contract** Phone: (773) 889-8975 General Construction agrees to furnish all materials and labor necessary to do modernization work and (773) 889-8976 wements on the premise, located at the address listed below under the following terms and conditions: r's Name: Bob Bacci ss: 2301-07 W. Taylor Street Phone: Chicago Date: 6-18-06 Zip Code: idersigned Contractor agrees to furnish the following materials, improvements, labor, and/or services: ew 3 dwelling units, 1st floor pizzeria, 2 story according or the architects plan dated 01-05-06. Use casement windows and nors with aluminum outside and wood inside. Interior door; will be solid, painted flash birch. Door frames, casings (2 1/4"), eboards (4 1/4) will be painted. Hardwood floors will be instilled in the kitchens, living rooms, and hallways. Carpet will be In the bedrooms (\$15 per yard). Use 42" kitchen maple cabinet with granite countertops (4" backsplash), under mounting steel sink with MOEN fracits. Use stainless steel appliances and stack ble washer and dryer. Apply ceramic tiles on the the utility rooms. Install granite or marble tiles (maximum \$7 per square free) on the wet walls and floors in the bathrooms. toom faucits will be MOEN. Install vanity with china sinks and granite cor at stops. The mirrors above will have strip lights. throoms use one piece toilets, and 5' white jacuzzi's. All recess lights will 50" in dismeter with white trim. Install white ans in living rooms and bedrooms. Paint walls, and ceilings linen white. Casings baseboards, doors, and door frames will be white. In commercial spaces make electric and plumbing lines, bathrooms, and furnar cooms. Make framing for the walls Il drywall. Install store fronts. Leave concrete floors. Install acoustical ceiling. Any there in plans or extra work will ra costs accordingly. grees to pay Contractor for all labor and materials and services to be furnished by Comactor to Owner, under e sum of: 930,000.00 \$0.00 ±,\$. 930,000.00 ctor mall not be liable for delays caused by strikes, weather conditions, delay in obtaining goods or other causes beyond its control. atract contains the entire moderatunding and agreement between the parties. No verbal agreements or charges are to be recognized. ideration of Contractor executing this contract and premptly processing and expediting work preparations so that the necessary amonts are made for completion of the work and materials to be performed under the terms of this contract at the earliest possible lwne re agree that this contract is binding and non-concellable on the date of its execution. Therefore, if for my reason Owner shall to cancel this contract, Owners agree to pay Contractor's cancellation charge of our third (1/3) of the contract price as liquidated s to Contracting and anotherized carecidation.

Te the payment of any amount due or to become due under the terms of this contract, the and evigated Owners and each of them and severally hereby authorize irremeably any attacacy of any court of recent to appear for the undersigned or any one or then in such court, in term time or vacation, after said some became due and couldness without process in favor of the for such in terms time of vacation, after said some became due and couldness without process in favor of the formal to be such interest to be such interests. In the said to consider to be such interested to be such in the such interested to be such intere s that he has read this agreement, fully understands its provisions and has been given an exact and fully completed copy of this

BACCI PIZZA LID

Jun 26 06 12:47P

76,19.06

UNOFFICIAL COPY

Chris	Genera	l Constructio	

	6341 W Belmont Ave.
	Chicago IL 60634
	Phone: (773) 889-8975 -
Cash Sales Contract	Fax: (773) 889-8976
hris General Construction agrees to furnish all materials as aprovements on the premises located at the address listed b	nd labor necessary to do modernization work and elow under the following terms and conditions:
wner's Name: Bacci Pizza	Phone:
ddress: 2301 W. Taylor	Date: 11-28-06
City: Chicago State: IL	Zip Code:
the undersigned Con rattor agrees to furnish the following ma	aterials, improvements, labor, and/or services:
xcavate land and pour court. e footing.	
CA.	
NOTE: OPIGINAL CON DUE TO GUNGE NOT I BALANCE DUE 15 FINIAL	STRACT 15 VOIDOD
Note:	MANINE FRANCEINE
DUE TO OWNER NOT I	#= ===
BALANCE DUE IS FINAL	, 430,000,
4	2130/04
	113010
' (1/30/02
C,	
owner agrees to pay Contractor for all labor and materials.	
owner agrees to pay Contractor for all labor and materials to terms of this contract.	
Owner agrees to pay Contractor for all labor and materials , be terms of this contract. All for the sum of:	and services to be furnished by Conractor to Owner, unde
Owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit:	end services to be furnished by Conractor to Owner, unde
Owner agrees to pay Contractor for all labor and materials , be terms of this contract. All for the sum of: Deposit: Balance:	30,000.00
Owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit: Balance: a) Contractor shall not be liable for delays caused by strikes, weather	30,000.00 30,000.00 30,000.00 30,000.00
Owner agrees to pay Contractor for all labor and materials the terms of this contract. Lil for the sum of: Deposit: Balance: Contractor stail not be liable for delays caused by strikes, weather b) This contract contains the entire understanding and agreement between	30,000.00 30,000.00 30,000.00 30,000.00 conditions, deby in abasis in goods or other causes beyond its control the parties. No verbal agrees out or changes are to be recognized.
owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit: Balance: a) Contractor shall not be liable for delays caused by strikes, weather b) This contract contains the entire understanding and agreement between c) In consideration of Contractor executing this contract and prompt of the work and materials to	30,000.00 30,000.00 30,000.00 30,000.00 30,000.00 its conditions, delay in obtaining goods or other causes beyond its control the parties. No verbal agrees cuts or changes are to be recognized.
Owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit: Balance: a) Contractor shall not be liable for delays caused by strikes, weather b) This contract contains the entire understanding and agreement between c) in consideration of Contractor executing this contract and prompt arrangements are made for completion of the work and swaterials to a completion of the work and swaterials to a contract and prompt arrangements are made for completion of the work and swaterials to a contract the formatter in this fine and contract in the formatter in this fine and contract in the contract in this fine and contract in the contract in this contract in the contract in th	30,000.00 30,000.00 30,000.00 30,000.00 30,000.00 ith parties. No verbal agrees ents or changes are to be recognized. by processing and expediting work preparations so that the accessary of the parties of the contract of t
Owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit: Balance: Contractor skall not be liable for delays caused by strikes, weather by This contract contains the entire understanding and agreement between consideration of Contractor executing this contract and prompt arrangements are made for completion of the work and materials to date. Owners agree that this contract is binding and uncertaints to	conditions, delay in abunizing goods or other causes beyond its control the parties. No verbal agrees cuts or changes are to be recognized. Its parties. No verbal agrees cuts or changes are to be recognized. Its processing and expediting work preparations so that the necessary of the parties of the contract at the earliest possible on the date of its execution. Therefore, I for any reason Owner showed the period of one-third (1/3) of the contract as figuridate cancelletion charge of one-third (1/3) of the contract as figuridate.
Owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit: Balance: Contractor shall not be liable for delays caused by strikes, weather by This contract contains the entire understanding and agreement between arrangements are made for completion of the work and snaterials the date. Owners agree that this contract is binding and non-cancellab attempt to cancel this contract, Owners agree to pay Contractor a damages to Contractor for sald manufactured cancellation. Contractor the payment of any amount due or to became due under the institute and access the contract, Owners agree to pay Contractor a contractor the payment of any amount due or to became due under the institute and access the contract.	30,000.00 30,000.00
owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit: Balance: Contractor shall not be liable for delays caused by strikes, weather by this contract contains the entire understanding and agreement between arrangements are made for completion of the work and materials to date. Owners agree that this contract is binding and una-canceliable attempt to cancel this contract, Owners agree to pay Contractor a damages to Contractor for said manufactured cancellation. To secure the payment of any amount due or to become due under jointly and severally hereby authorized cancellation.	conditions, delay in abasizing goods or other causes beyond its control in the parties. No verbal agreement or changes are to be recognized. Ity processing and expediting work preparations so that the necessary of the parties where the terms of the contract at the earliest possible de on the date of its execution. Therefore, I for any remon Owner should be the control of the co
owner agrees to pay Contractor for all labor and materials the terms of this contract. Lil for the sum of: Deposit: Deposit: Deposit: Deposit: Deposit: Deposit: Deposit: Dep	30,000.00 30,000.00
Owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit: Balance: Contractor shall not be liable for delays caused by strikes, weather by This contract contains the entire understanding and agreement between a reangements are made for completion of the work and materials to date. Owners agree that this contract is binding and non-cancellab attempt to cancel this contract, Owners agree to pay Contractor a contract of the payment of any amount due or to become due under jointly and severally hereby authorize brevoenbly any attorney of a more of them in such court, in term thus or vacation, after said materials attorney may do by virtue hereof. Demographes that he has read this agreement, fully understands its pro	conditions, delay in obtaining goods or other causes beyond its control the parties. No verbal agreements or changes are to be recognized. The parties. No verbal agreements or changes are to be recognized. The processing and expediting work preparations so that the necessary of the performed above the terms of this contract at the earliest possible on the date of its execution. Therefore, I for any reason Owner should be the terms of this contract, the undersigned Orac and account of them any court of record to appear for appear for appear for the undersigned or any one become doe and confess judgement without process, in favor of the upon such judgement, hereby ratifying and confirming all that single the process of the position of the positi
Owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit: Balance: (a) Contractor shall not be liable for delays caused by strikes, weather this contract contains the entire understanding and agreement between the consideration of Contractor executing this contract and prompt arrangements are made for completion of the work and statements of date. Owners agree that this contract is binding and ton-cancellab attempt to caucel this contract, Owners agree to pay Contractor a contractor for said amount due or to become due under jointly and severally hereby authorize by exceeding and to contractor for said materials are or to become due under contractor for such processing and to consent to immediate execut attorney may do by virtue hereof. Owner agrees that he has read this agreement, fully understands its procontract prior to signing.	conditions, delay in obtaining goods or other causes beyond its control of the parties. No verbal agreed entrol changes are to be recognized. Ity processing and expediting work preparations so that the necessary of the parties. No verbal agreed entrol this, contract at the earliest possibilities on the date of its execution. Therefore, I for any reason Owner ships the terms of this contract, the undersigned or any control record to appear for appear for the terms of this contract, the undersigned or any on the top of the court of record to appear for app
Owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit: Balance: (a) Contractor shall not be liable for delays caused by strikes, weather this contract contains the entire understanding and agreement between the consideration of Contractor executing this contract and prompt arrangements are made for completion of the work and statements of date. Owners agree that this contract is binding and ton-cancellab attempt to caucel this contract, Owners agree to pay Contractor a contractor for said amount due or to become due under jointly and severally hereby authorize by exceeding and to contractor for said materials are or to become due under contractor for such processing and to consent to immediate execut attorney may do by virtue hereof. Owner agrees that he has read this agreement, fully understands its procontract prior to signing.	conditions, delay in obtaining goods or other causes beyond its control the parties. No verbal agreements or changes are to be recognized. The parties. No verbal agreements or changes are to be recognized. The processing and expediting work preparations so that the necessary of the performed above the terms of this contract at the earliest possible on the date of its execution. Therefore, I for any reason Owner should be the terms of this contract, the undersigned Orac and account of them any court of record to appear for appear for appear for the undersigned or any one become doe and confess judgement without process, in favor of the upon such judgement, hereby ratifying and confirming all that single the process of the position of the positi
Owner agrees to pay Contractor for all labor and materials the terms of this contract. All for the sum of: Deposit: Balance: (a) Contractor shall not be liable for delays caused by strikes, weather this contract contains the entire understanding and agreement between a reangements are made for completion of the work and materials to date. Owners agree that this contract is binding and uon-cancellab attempt to cancel this contract, Owners agree to pay Contractor a damages to Contractor for said manufactured cancellation. (d) To secure the payment of any amount due or to become due under jointly and severally hereby authorize brevocably any attorney of a more of them in such court, in term time or vacation, after said manufactor for such processing and to consent to immediate execut attorney may do by virtue hereof. Owner agrees that he has read this agreement, fully understands its processing rights agreement to signing. Dated:	conditions, delay in obtaining goods or other causes beyond its control of the parties. No verbal agreed entrol changes are to be recognized. Ity processing and expediting work preparations so that the necessary of the parties. No verbal agreed entrol this, contract at the earliest possibilities on the date of its execution. Therefore, I for any reason Owner ships the terms of this contract, the undersigned or any control record to appear for appear for the terms of this contract, the undersigned or any on the top of the court of record to appear for app