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Doc#: 0706860112 Fee: \$34.00
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Cook County Recorder of Deeds
Date: 03/09/2007 04:36 PM Pg: 1 of 6

Lis Pendens Notice (Rev. 2/09/04)
CCG 0066

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS

TIM MULLIS, d/b/a PAUL BUNYON

Plaintiff

v.

FRANK ROBINSON, et al.,

Defendant

07CH06793

LIS PENDENS NOTICE

I, the undersigned, do hereby certify that the above entitled cause was filed in the Circuit Court of Cook County on the

9th day of March, 2007 and is now pending in the Court and that the

property affected by the cause is described as follows:

LOTS 7 TO 10, AND THE PORTIONS OF LOTS 5 AND 6 LYING SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILWAY IN BLOCK 151 OF MAYWOOD, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, AND THE WEST 1/2 OF SECTION 11, AND THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 39, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 15-14-131-003-0000; 15-14-131-004-0000;
15-14-131-005-0000; 15-14-131-006-0000;
15-14-131-007-0000; and 15-14-131-008-0000

in Cook County, Illinois.

Atty. No.: 13519

Name: ROERT HABIB

Atty. for: Plaintiff

Address: 77 W. Washington, Suite 411

City/State/Zip: Chicago, IL 60602

Telephone: (312) 201-1421

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

| | |
|-------------------------------|---|
| TIM MULLIS, d/b/a |) |
| PAUL BUNYON & SONS, INC., |) |
| |) |
| Plaintiff, |) |
| vs. |) |
| |) |
| FRANK ROBINSON, HARRIS BANK |) |
| as Trustee u/t/a No. 42755, |) |
| dated April 25, 1984, UNKNOWN |) |
| OWNERS and NON-RECORD |) |
| CLAIMANTS, |) |
| |) |
| Defendants. |) |

07 CH 06793
NO.
07 MAR -9 PM 4: 15
FILED

COMPLAINT FOR SPECIFIC PERFORMANCE

NOW COMES the Plaintiff, TIM MULLIS, d/b/a PAUL BUNYON & SONS, INC., by and through his attorney, ROBERT HABIB and complaining of the Defendants, FRANK ROBINSON, HARRIS BANK as Trustee u/t/a No. 42755, dated April 25, 1984, UNKNOWN OWNERS and NON-RECORD CLAIMANTS, and in support thereof, states as follows:

1. The Plaintiff, TIM MULLIS, d/b/a PAUL BUNYON & SONS, INC. (hereinafter "MULLIS"), operates a tree service at 1305-1313 South Second Avenue, Maywood, Illinois (hereinafter "the Subject Property"), which is legally described as follows:

LOTS 7 TO 10, AND THE PORTIONS OF LOTS 5 AND 6 LYING SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILWAY IN BLOCK 151 OF MAYWOOD, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, AND THE WEST 1/2 OF SECTION 11, AND THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 39, RANGE 12,

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EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

P.I.N. 15-14-131-003-0000; 15-14-131-004-0000;
15-14-131-005-0000; 15-14-131-006-0000;
15-14-131-007-0000; and 15-14-131-008-0000

2. On information and belief, HARRIS BANK as Trustee u/t/a No. 42755, dated April 25, 1984 ("the Land Trust") is the owner of the Subject Property.

3. On information and belief, the Defendant, FRANK ROBINSON (hereinafter "ROBINSON"), is the beneficiary of the Land Trust.

4. In February 2006, MULLIS met with ROBINSON, and discussed purchasing the Subject Property. At said time, ROBINSON proposed to MULLIS the deal following paragraph, explaining that he was still waiting to get clear title as a probate matter involving his family was still pending.

5. ROBINSON proposed that MULLIS lease the Subject Property until title cleared, at which time he would sell the Subject Property to MULLIS for SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), plus the attorney's fees involved in the closing.

6. Furthermore, ROBINSON stated that all payments made by MULLIS prior to purchase would be credited to the purchase price.

7. MULLIS agreed to this, and in February 2006 began making the payments in the amount of ONE THOUSAND DOLLARS

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(\$1,000.00) per month, although the first payment was for TWO THOUSAND DOLLARS (\$2,000.00).

8. In each payment made, MULLIS wrote on the check "lease-purchase".

9. Between February 2006 and February 2007, MULLIS paid THIRTEEN THOUSAND DOLLARS (\$13,000.00) to ROBINSON.

10. In early January 2007, ROBINSON told MULLIS he finally had clear title and was ready to finalize the deal with him. ROBINSON further told MULLIS that he would have his attorney write out the agreement. ROBINSON also told MULLIS to call his attorney to give him the necessary information as to the purchase of the property.

11. MULLIS repeatedly attempted to contact ROBINSON and his attorney to finalize the transaction. However, his calls over the following month were repeatedly ignored.

12. On March 5, 2007 MULLIS talked to ROBINSON'S attorney who informed him that there was no deal and that ROBINSON had never told him anything as to this transaction.

Further, MULLIS was told that ROBINSON had no intention of selling the property to him.

13. The oral agreement entered into between ROBINSON and MULLIS is enforceable and valid, as it was partially

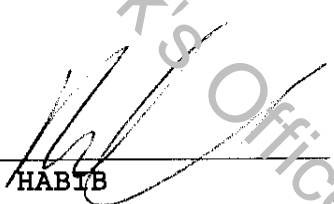
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performed and is evidenced by the checks cashed which contained the memo "lease-purchase".

14. As the land is unique, specific performance should be granted.

WHEREFORE, the Plaintiff prays that this Honorable Court enter a Judgment for Specific Performance providing as follows:

- A) That the Plaintiff be required to pay SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) DOLLARS, minus the THIRTEEN THOUSAND DOLLARS (\$13,000.00) previously paid as the purchase price to Defendant;
- B) That the Defendants be ordered to convey by deed title to the Subject Property at 1305 - 1317 South Second Avenue, Maywood, Illinois;
- C) That the Defendants be ordered to pay the costs; and,
- D) For such other relief as equity deems just


ROBERT HABIB

Attorney No. 13519
ROBERT HABIB
ATTORNEY FOR PLAINTIFF
77 West Washington Street
Suite 411
Chicago, Illinois 60602
(312) 201-1421

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

VERIFICATION

The undersigned, being duly sworn, under oath does hereby state that the statements contained in the above Complaint are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned states as aforesaid that he verily believes the same to be true.

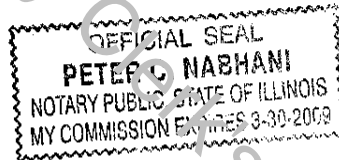
Date: 03/07/2007

Timothy A. Mullis
Timothy Mullis
D/B/A Paul Bunyon & Sons

SIGNED AND SWORN TO BEFORE ME

THIS 7TH DAY OF MARCH 2007.

Peter C. Nabhani
NOTARY PUBLIC



ROBERT HABIB
Attorney for Plaintiff
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Chicago, Illinois 60602
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