

# UNOFFICIAL COPY

**AMENDED**  
**ORIGINAL CONTRACTOR'S**  
**MECHANICS LIEN CLAIM**  
**\$52,206.35**

Amends Document # 0708534123



Doc#: 0708931088 Fee: \$18.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/30/2007 03:23 PM Pg: 1 of 2

State of Illinois | ss.  
County of Cook

**The Claimant: Abel Carpets, Ltd.**, an Illinois corporation, (hereinafter "claimant") of 1339 Industrial Drive, Itasca, IL 60143 hereby files this AMENDED claim against:

**Chicago H&S Hotel Property, LLC**, a Delaware limited liability company, as "title holder" or "owner"; c/o The Falor Companies, Inc., 8609 West Bryn Mawr Avenue, Suite 209, Chicago, IL 60631, and

**Wells Fargo Bank, N.A.** as Trustee for the Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates Series 2005-CND1, a California Corporation, 751 Kasota Ave., Suite MDC, Minneapolis, MN 55414, and as assignee of **Column Financial, Inc.**, a Delaware Corporation, Mortgagee

**THIS CLAIM AMENDS AND SUPERCEDES THE CLAIM RECORDED  
ON MARCH 26, 2007 AS DOCUMENT NUMBER 0708534123**

For this claim, the claimant states as follows: On the "Date of contract with claimant" (*below*) the title holder held title to the following real property (*also known as "the premises"*):

Parcel 1:

Lots 6, 7, and 8 in the resubdivision of Lots 3, 4, 7, 8, and 10 to 19 inclusive in Block 4 in Fort Dearborn Addition to Chicago in the Southwest Fractional Quarter of Sections 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

Lots 20 and 21 in Block 4 in Fort Dearborn Addition to Chicago in the Southwest Fractional Quarter of Sections 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 3:

All of the vacated alley lying between Lot 8, in the resubdivision of Lots 3, 4, 7, 8, and 10 to 19 inclusive in Block 4 in Fort Dearborn Addition to Chicago aforesaid and Lot 20 in Block 4 in said Fort Dearborn Addition, all in Cook County, Illinois.

Permanent Index Numbers: 17-10-300-006-0000; 17-10-300-007-0000; 17-10-300-008-0000  
17-10-300-009-0000; 17-10-300-010-0000

Common Property Address: 71 East Wacker Drive, Chicago, Illinois, 60601

The claimant, Able Carpets, Ltd., entered into a contract with the title holder and owner, Chicago H&S Hotel Properties, LLC, for improvement of the premises described above, as follows:

Parties to the contract: Chicago H&S Hotel Property, LLC, as Owner and Abel Carpets, Ltd., the claimant, as contractor, with some contract documents executed by the owner and other contract documents executed by the owner's construction manager, agent, representative, or entity authorized and knowingly permitted to make a contract for improvements to the premises on behalf of the owner.

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Date of contract with claimant: April 18, 2006

Work to be performed: Receive, warehouse, prepare, deliver and install carpet, pad and base; and furnish various materials for same for Hotel 71 and other parts of premises.

Date upon which first labor or materials were furnished by claimant: On or about April 24, 2006

Date last labor or materials furnished by claimant under the contract or as extras: January 23, 2007

Amount of the contract:	\$ 184,691.00
Extras to the contract (Carpet lobby):	\$ 4,880.50
Extras to the contract (warehouse charges):	\$ 1,645.00
Total of Contract and Extras:	\$ 191,216.50
Less: Payments to date:	\$ 22,963.43
Less: Credits for work to be performed:	\$ 116,046.72
<b>Balance due to the Claimant:</b>	<b>\$ 52,206.35</b>

The owner scheduled the installation of the carpet, etc., either directly with the claimant or through and by owner's representative, owner's agent, or by a party authorized and knowingly permitted by the owner to direct scheduling of work. Following January 23, 2007, the owner failed to make payments as required by the contract, and the owner or owner's representative refused to authorize further work on the contract. The owner abandoned and terminated the contract prior to its completion. The claimant completed all work as authorized, permitted, and directed to be done by the Owner or owner's representative, or owner's agent..

The claimant claims a lien upon the land and improvements set forth above, for the balance due to the claimant, as set forth above, plus interest and attorneys fees.

Dated: March 29, 2007

Abel Carpets, Ltd.

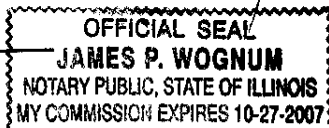
By: \_\_\_\_\_

Greg Dantona, President

Greg Dantona, the President of Abel Carpets, Ltd., being first duly sworn upon his oath, deposes and says that he has personal knowledge of the facts set forth above, and that the statements are true and correct.

Subscribed and sworn to before me this 29<sup>th</sup> day of March, 2007.

Notary Public



Greg Dantona

MAIL TO: and this instrument prepared by:

James P. Wognum  
122 S. Michigan Ave., Suite 1290  
Chicago, IL 60603-6259