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Doc#: 0710350025 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/13/2007 11:40 AM Pg: 1 of 10

NOTICE REQUIRED BY

AND RETURN TO:

Contractors Lien Services, Inc.
6315 N. Milwaukee Ave.
Chicago, IL 60646
773-594-9090
773-594-9094 fax
contractorslien@sbcglobal.net

NOTICE OF FILING LIEN

TO OWNER

4330 N. Neva
Norridge, IL 60706

TO GENERAL CONTRACTOR

Cezary Kulczynski

FROM:

Contractors Lien Services, Inc.
6315 N. Milwaukee Ave.
Chicago, IL 60646
773-594-9090
773-594-9094 fax
contractorslien@sbcglobal.net

REGARDING: FOR PROJECT OR WORK LOCATION

4330 N. Neva
Norridge, IL 60706

Contractor's Lien Services, Inc. As recorded the attached Claim of Lien.

Date: 4/6/2007

Signed by: _____

Print Name/Title ESTEBAN A GADEA

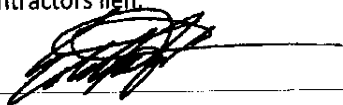
104

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VERIFICATION

I declare that I am authorized to file this NOTICE OF FILING LIEN on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct. Executed at Contractor's Lien Services, Inc. on 4/6/2007 for contractors lien.

Signed by:



Print Name/Title ESTEBAN A GADEA

Property of Cook County Clerk's Office

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NOTICE REQUIRED BY

Reserved Space for Recorder of Deeds

AND RETURN TO:**Contractors Lien Services, Inc.**

6315 N. Milwaukee Ave.

Chicago, IL 60646

773-594-9090

773-594-9094 fax

contractorslien@sbcglobal.net

SUBCONTRACTOR'S CLAIM OF LIEN (MECHANICS)

State of Illinois

SS. County of **Cook**

The claimant **Cezary Kulczynski** hereby files its lien as an original contractor against (hereinafter, collectivity, "contractor") and (hereinafter, collectivity, "owner") and states:

On **12/1/2005** Owner owned in fee simple title to the certain land described Exhibit A attached hereto, including all land and improvements thereon, in the county of **Cook** State of Illinois.

Permanent Index Numbers: **13183000280000** commonly known as: **4330 N. Neva, Norridge IL 60706**. And that was the owner's contractor for the improvement thereof:

On **6/1/2005** contractor made an implied contract with the claimant to furnish all labor and materials, equipment and services necessary for

Installation of Granite Countertop 1 of 15. labor

for and in said improvement, and that on **12/1/2005** the claimant completed all required by said contract to be done.

That at the special instance and request of contractor(s), the claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of \$ **0.00** completed on **12/1/2005**.

The original contract amount was for \$ **15,000.00** . That said contractor is entitled to credits on account thereof as follows: \$ **0.00** leaving due, unpaid and owing to the claimant after allowing all credits, the sum of \$ for which, interest of 10% (\$AMT). The claimant claims a lien on said land and improvements and on the moneys or other consideration, due or to become due from owner under said contract against said contractors and owner.

Friday, April 06, 2007

Page 1 of 2

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NOTICE REQUIRED BY

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AND RETURN TO:

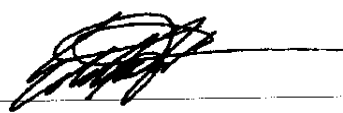
Contractors Lien Services, Inc.
6315 N. Milwaukee Ave.
Chicago, IL 60646
773-594-9090
773-594-9004 fax
contractorslien@sbcglobal.net

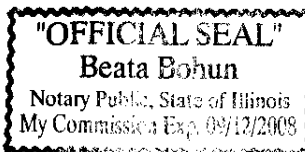
Date: 4/6/2007

Signed by:  _____ Print Name/Title ESTEBAN A GADEA

VERIFICATION

I declare that I am authorized to file this CLAIM OF LIEN (MECHANICS) on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the law of the State of Illinois that the foregoing is true and correct. Executed at Contractor's Lien Services, Inc. on 4/6/2007 for **Cezary Kulczynski**.

Signed by:  _____ Print Name/Title ESTEBAN A GADEA



Beata Bohun

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RECORDATION REQUESTED BY:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706



Doc#: 0501202059
 Eugene "Gene" Moore Fee: \$52.00
 Cook County Recorder of Deeds
 Date: 01/12/2006 07:47 AM Pg: 1 of 15

WHEN RECORDED MAIL TO:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
 Parkway Bank & Trust
 Company, not individually but
 a/t/u/t/n 13900 dated 11/01/04
 4800 N. Harlem Ave.
 Harwood Heights, IL 60706

FOR RECORDER'S USE ONLY

8249548 PK

293

This Mortgage prepared by:

David Hyde
 Parkway Bank & Trust Company
 4800 N. Harlem Ave.
 Harwood Heights, IL 60706

MORTGAGE

15LC

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$6,725,000.00.

THIS MORTGAGE dated November 5, 2004, is made and executed between Parkway Bank & Trust Company, not individually but a/t/u/t/n 13900 dated 11/01/04 (referred to below as "Grantor") and PARKWAY BANK & TRUST CO., whose address is 4800 N. HARLEM AVE., HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated November 1, 2004 and known as Parkway Bank & Trust Company, not individually but a/t/u/t/n 13900 dated 11/01/04, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

Lot 58 (except the South 20 feet thereof) and all of Lots 59 through 67 inclusive, all in Prassas and Katsigiannis Greater Harlem and Montrose Avenue Subdivision of the North 727.30 feet of the West 1548.80 feet (except the East 5 acres and except the South 80 feet of the North 260 feet of the West 158 feet thereof) of the South 1/2 North of the Indian Boundary line of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

BOX 333-CT

UNOFFICIAL COPY**MORTGAGE
(Continued)**

Loan No: 11

Page 2

The Real Property or its address is commonly known as 4310-58 N. Neva Ave., Norridge, IL 60706. The Real Property tax identification number is 13-18-300-028-0000, 13-18-300-029-0000, 13-18-300-030-0000, 13-18-300-031-0000, 13-18-300-033-0000, 13-18-300-034-0000, 13-18-300-035-0000, 13-18-300-036-0000, 13-18-300-045-0000, 13-18-300-046-0000, 13-18-300-050-0000,

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or

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NOTICE REQUIRED BY

AND RETURN TO:

Reserved Space for Recorder of Deeds

Contractors Lien Services, Inc.
6315 N. Milwaukee Ave.
Chicago, IL 60646
773-594-9090
773-594-9094 fax
contractorslien@sbcglobal.net

Claim Against Payment or Lien Bond; and Claim Against Funds Held in Trust

**TO THE OWNER REPUTED
OWNER**

Trust 13900
4330 N. Neva
Norridge, IL 60706

**TO GENERAL OR PRIME OR
CONTRACTOR**

Cezary Kulczynski

**FROM BOND OR LIEN CLAIMANT
Contractors Lien Services, Inc.**

6315 N. Milwaukee Ave.
Chicago, IL 60646
773-594-9090
773-594-9094 fax
contractorslien@sbcglobal.net

TO ALL BONDING COMPANIES, SURETIES, PRINCIPAL CONTRACTORS AND OWNERS OF THIS PROJECT:

Notice is hereby given that we are the claimant furnishing labor, services, equipment or materials of type described as follows:

Installation of Granite Countertop 1 of 15. labor

for the work of improvement known as the project, located at **4330 N. Neva, Norridge, IL 60706**
for which you are one of the known lenders, bonding companies or sureties.

Specific contract information, if any, is attached.

Such labor, services, equipment or materials were contracted for by, **Cezary Kulczynski** who is one of the contractors or the General Contractor of this job.

Friday, April 06, 2007

UNOFFICIAL COPY

There is due to CLSI the sum of \$ **15,000.00** which has not been paid. This is to notify you that in the event payment is not made in full to our company suit will be brought against the sureties of this project for recovery of said sum.

The time of the commencement of performance of labor or the furnishing of materials was **6/1/2005** . The time of the cessation of performance of labor or the furnishing of materials was **12/1/2005** . The date the debt became due is **12/1/2005**.

Dated: 4/6/2007

Signed by:  _____ Print Name/Title ESTEBAN A GADEA

To: Recorder: County of Cook.

Re: CLAIM OF LIEN (MECHANICS)

Please accept the enclosed CLAIM OF LIEN (MECHANICS) for recording. When recorded, please return a copy to the party requesting the recording, at the address stated below.

Enclosed is a check in the amount of \$ _____

This recording is requested by the following:

Contractors Lien Services, Inc.

6315 N. Milwaukee Ave.
Chicago, IL 60646
773-594-9090
773-594-9094 fax
contractorslien@sbcglobal.net

Thank you.

Signed by:  _____

Print Name/Title: ESTEBAN A GADEA

Dated: 4/6/2007

UNOFFICIAL COPY

Contractors Lien Services, Inc.

6315 N. Milwaukee Ave.

Chicago, IL 60646

773-594-9090

773-594-9094 fax

contractorslien@sbcglobal.net

Reserved Space for Recorder of Deeds

NOTICE OF COMMENCEMENT**TO ALL LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS**

Take notice that work is about to commence on an improvement to the property described in this instrument. A person having a construction lien may preserve the lien by providing a Preliminary Notice of Furnishing to the below named designee and the general or prime contractor, if any, and by timely recording a Claim of Lien, in accordance with the laws of this state.

A person having a construction lien arising by virtue of work performed, or for material supplied, on this improvement should refer to the name of the owner or lessee and the legal description appearing on, or with, this notice. A person subsequently acquiring an interest in the land described is not required to be named in a Claim of Lien.

A copy of this notice with an attached form for Preliminary Notice of Furnishing may be obtained upon making a written request by certified mail to the named owner or lessee; the designee; or the person with whom you have contracted.

**TO: OWNER OR REPUTED
OWNER**

Trust 13900
4330 N. Neva
Norridge
IL, 60706

**TO: ORIGINAL CONTRACTOR
OR REPUTED CONTRACTOR**

Cezary Kulczynski

Norridge

**TO: CONSTRUCTION LENDER
OR REPUTED CONSTRUCTION LENDER**

Parkway BK & TR
4800 N. Harlem
Harwood Hts, IL 60706

WARNING TO OWNER

STATE OF Illinois

Friday, April 06, 2007

Page 1 of 2

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County of Cook


Steven F. Boucher, being duly sworn, verifies the truth and accuracy of the contents of this notice and says that he is legal representative of the contractor listed below and, because the owner listed below has not filed, to our knowledge, this required form, has elected to execute this Notice of Commencement.

The person contracting for improvement to the following described real property is,

Trust 13900 for the project known as the project, located at
4330 N. Neva, Norridge, IL 60706 and the DESIGNEE of said contracting party. The real property
to be improved is situated in the city of **Norridge** County of **Cook**, IL, and more fully described
in Exhibit A, if attached.

The fee owner of said real property is **Trust 13900** and the general
contractor of the project is _____ with further legal parties listed in
with further legal parties listed in Exhibit D, if attached.

Dated: 4/6/2007

Signed by:  _____ Print Name/Title **ESTEBAN A GADEA** _____

Property of Cook County Clerk's Office