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Doc#: 0733716058 Fee: \$24.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/03/2007 02:04 PM Pg: 1 of 10

SUBCONTRACTOR'S CLAIM FOR LIEN

State of Illinois)
) SS
County of Cook)

BAX Drywall Corporation, an Illinois corporation,
 Claimant,

v.

Theresa Ross and Christopher Ross, and Studio 421 Architecture,
 Defendants.

NOTICE AND CLAIM FOR LIEN IN AMOUNT OF \$57,576.56

The Claimant, BAX Drywall Corporation, an Illinois corporation, of the Town of Cicero, County of Cook, State of Illinois, hereby files a notice and claim for lien against Studio 421 Architecture, Contractor, of the Village of Downers Grove, County of DuPage, State of Illinois, and Theresa Ross and Christopher Ross, Owners of 30 f/k/a 16 North Peoria, Unit 102, Chicago IL 60607, County of Cook, State of Illinois.

That on the 12th day of December 2005, said last-named persons were the Owners of the following described land in the County of Cook, State of Illinois:

LEGAL DESCRIPTION attached hereto as Exhibit "A"

PIN: 17-08-4548-006-10345

And that Studio 421 Architecture was their Contractor for improvement thereof.


That on the 12th day of December 2005, said Contractor made a subcontract with Claimant to provide the work set forth in the Contract Agreements dated December 12, 2005, February 28, 2006, June 21, 2006, and June 22, 2006, attached hereto and made a part hereof as Group Exhibit "B," for the sum of \$91,225.00 plus interest at the rate of 2% per every 30 days from July 22, 2006, on the balance due of \$43,330.00 for and in said improvement, and that on the 28th day of March, 2006, Claimant completed thereunder all work required in the

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Contract Agreements attached as Group Exhibit "B."

That said Contractor is entitled to credits on account in the amount of \$47,925.00, leaving due, unpaid and owing to Claimant after allowing credits, the sum of \$57,767.56, for which, with interest, Claimant claims a lien on said land and improvements, against said Contractor and Owners.

BAX DRYWALL CORPORATION

By: 
Miguel Jimenez, Its Authorized Agent

NOTICE TO OWNER

The subcontractor providing this notice has performed work for or delivered materials to your home improvement contractor. These services or materials are being used in the improvements to your residence and entitled the subcontractor to file a lien against your residence if the services or materials are not paid for by your home improvement contractor. A lien waiver will be provided to your contractor when the subcontractor is paid, and you are urged to request this waiver from your contractor when paying for your home improvements.

MAIL TO:

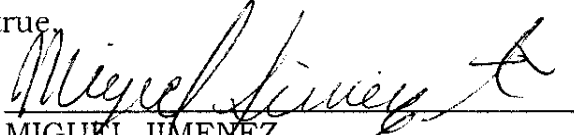
Lee R. Bookman, Esq.
and Michael Robins, Esq.
33 N Dearborn, Ste 500
Chicago IL 60602

THIS INSTRUMENT PREPARED BY:

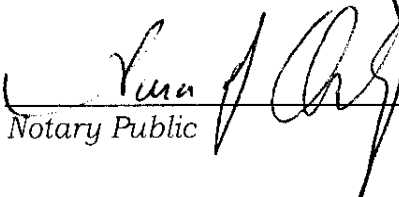
Lee R. Bookman, Esq.
and Michael Robins, Esq.
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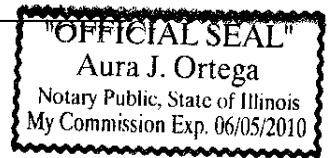
State of Illinois)
) SS
County of Cook)

The affiant, Miguel Jimenez, being first duly sworn on oath, deposes and says that he is the duly authorized agent of the Claimant, that he has read the foregoing notice and Claim for Lien, that he knows the contents thereof and that all the statements contained therein are true.


MIGUEL JIMENEZ

Subscribed and sworn to before me this 3rd day of December 2007.


Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION FOR 30 F/K/A 16 N. PEORIA, CHICAGO, ILLINOIS

Unit 102 in Hale Loftominium, a condominium, as delineated on a survey of the following described real estate: certain lots in S.P. Gales Subdivision of Block 52 of Carpenter's Addition to Chicago of the Southeast quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian; which survey is attached as Exhibit "B" to the Declaration recorded as document 00769056 as amended; together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Property of Cook County Clerk's Office

UNOFFICIAL COPY**CONSTRUCTION PROPOSAL – SMALL PROJECT**
(12/12/2005)

Between the Contractor: Peter Nelson
 Studio 421 Architecture
 421 Grant Street
 Downers Grove, IL 60615
 (773) 936-8885

And the Sub-Contractor: **BAX Drywall Corporation**

For the Project: Ross Residence
 16 N. Peoria, Unit 102
 Chicago, IL

Contractor proposes to furnish all labor, materials and services as listed below for the above-mentioned project.

Qty.	Description of Work, Materials, etc.	Unit Price/Rate	Amount
	Installation & taping of Drywall, 5/8 regular drywall on 1 st & 2 nd floor as well as suspended ceiling, durock and greenboard in bathrooms		\$14,740.00
	Framing on Suspended Ceiling		\$9,650.00
	Drywall & Framing Materials cost (includes 9% tax and Delivery, Stocking and Booming)		\$12,893.00
	Cleaning (removal of drywall debris from unit, dumpster to be provided by General Contractor)	included	
	Overhead & Profit 20%		\$4,878.00
	Subtotal		\$42,167.00
	TOTAL PRICE		\$42,167.00

Please note that any patchings or extra repairs necessary for the completion of this project will be charged additionally to this price.

This proposal shall be valid for (90) days.

Group Exhibit B

UNOFFICIAL COPY**EXTRAS**
(02/21/2006)

Between the Contractor: Peter Nelson
Studio 421 Architecture
 421 Grant Street
 Downers Grove, IL 60515
 (773) 936-8885

And the Sub-Contractor: **BAX Drywall Corporation**
 2137 S. Lombard Suite 2003
 Cicero, IL 60804

For the Project: Ross Residence
 16 N. Peoria, Unit 102
 Chicago, IL

Contractor proposes to furnish all labor, materials and services as listed below for the above-mentioned project.

QTY	DESCRIBE WORK, MATERIALS OR LABOR	UNIT PRICE/RATE	AMOUNT
	<ol style="list-style-type: none"> 1. Frame Closet at entry (this must happen after electrical equipment is removed – this is expected to occur by 02/17/06). 2. Build ceiling at Powder Room – see existing piping for Sprinkler head in order to frame at the correct height (approx. 15'-0" aff). 3. Remove hearth at Living Room Fireplace (Durock at Fireplace box, with drywall above at the duct furr-out). 4. Build new wall in kitchen to correct dimension near breakfast area (see plan for dimension). 5. Build new Banquette for seating at kitchen breakfast area. 6. Extend framing at ductwork over stair landing to be equal on each side (dim to be determined in field). 7. Extend ceiling framing over main hallway in order to center existing can lights (dim to be determined in field, approx. 4"). 8. Bolt metal frame for doors to alley into existing CMU wall, and furr-out with 2x4s for drywall in one location – hallway. 9. Provide 2x4s for drywall nailing at Windows in kitchen. 10. Extend framed return at mechanical duct – 		\$8,720.00

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	<p>continuation of ceiling over main hallway – see section for dimension.</p> <p>11. Extend Drywall of ceiling and return at Steel Beam, and REMOVE existing 2x4's attached to steel beam from edge of ceiling to wall.</p> <p>12. Remove 2x4's attached to steel beam that extends over entry area.</p> <p>13. Wrap beam with drywall at continuation of ceiling from dining room – Stop wrap at back of stair ceiling. Expose beam at Living room side of stair.</p> <p>14. Shoot 2x4 into existing beam at 2nd floor exterior wall – wrap drywall to windows.</p> <p>15. Provide 2x4s for drywall nailing at Office and Playroom windows</p> <p>16. Shift door to attic.</p> <p>17. Build new wall to enclose column and flange at Office.</p> <p>18. Installation of two packet door frames.</p>		
	Framing Materials cost (includes 9% tax)		\$635.00
	Subtotal	i	
	Overhead & Profit 20%		\$2,180.00
	TOTAL PRICE		\$11,535.00

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UNOFFICIAL COPY**INVOICE – #3425**

(06/21/2006)

Between the GC: Peter Nelson
Studio 421 Architecture
421 Grant Street
Downers Grove, IL 60515
 (773) 936-8885

Sub-Contractor: Bax Drywall Corporation
 2137 S. Lombard Suite 203
 Cicero, IL 60804

For the Project: Residential Project
 Ross Residence
 16 N. Peoria, Unit 102
 Chicago, IL

QTY	DESCRIBE WORK, MATERIALS OR LABOR		AMOUNT
	Installation & taping of Drywall, 5/8 regular drywall on 1 st & 2 nd floor as well as suspended ceiling, durock and green board in bathrooms, Framing on Suspended Ceiling. Drywall & Framing Materials cost (includes 9% tax and Delivery, Stocking and Booming) Framing Extras (Included materials)	Invoice #3403 send 02/28/06 90 days over due	\$42,167.00 \$11,535.00
	Paint all surfaces including trim, doors & brick Drywall Extras (included materials)		\$35,856.00 \$1,700.00
	First Payment 02/07/2006		-\$15,508.61
	Second Payment 04/11/06		-\$13,416.39
	Third Payment 05/15/06		-\$10,000.00
	Fourth Payment 06/21/06		-\$9000.00
	BALANCE DUE		\$43,330.00

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CONTRACT AGREEMENT

This contract agreement is entered into this 22th of June 2006, in Chicago, Illinois.

Contractor, **Bax Drywall Corporation**, agrees to provide the following described labor and some materials in accordance with a physical inspection.

LEGAL AND COMMON DESCRIPTION OF JOBSITE: **16 N. Peoria, Unite 102 Chicago, IL.**

General Contractor, Peter Nelson / *studio 421 design / Build PD* agrees to pay to the Sub-Contractor for the satisfactory performance the sum of Forty Three Thousand Three hundred and 100/00 **\$43,330.00** in accordance with the following terms and conditions:

DESCRIPTION OF WORK (Materials, Labor & equipment)

1. Frame Closet at entry (this must happen after electrical equipment is removed – this is expected to occur by 02/17/06).
2. Build ceiling at Powder Room – see existing piping for Sprinkler head in order to frame at the correct height (approx. 15'-0" aff).
3. Remove hearth at Living Room Fireplace (Durock at Fireplace box, with drywall above at the duct fur-out).
4. Build new wall in kitchen to correct dimension near breakfast area (see plan for dimension).
5. Build new Banquette for seating at kitchen breakfast area.
6. Extend framing at ductwork over stair landing to be equal on each side (dim to be determined in field).
7. Extend ceiling framing over main hallway in order to center existing can lights (dim to be determined in field, approx. 4").
8. Bolt metal frame for doors to alley into existing CMU wall, and furr-out with 2x4s for drywall in one location – hallway.
9. Provide 2x4s for drywall nailing at Windows in kitchen.
10. Extend framed return at mechanical duct – continuation of ceiling over main hallway – see section for dimension.
11. Extend Drywall of ceiling and return at Steel Beam, and REMOVE existing 2x4's attached to steel beam from edge of ceiling to wall.
12. Remove 2x4's attached to steel beam that extends over entry area.
13. Wrap beam with drywall at continuation of ceiling from dining room – Stop wrap at back of stair ceiling. Expose beam at Living room side of stair.
14. Installation & taping of Drywall, 5/8 regular drywall on 1st & 2nd floor as well as suspended ceiling, durock and green board in bathrooms,
15. Framing on Suspended Ceiling. Drywall & Framing Materials cost (includes 9% tax and Delivery, Stocking and Booming)
16. Shoot 2x4 into existing beam at 2nd floor exterior wall – wrap drywall to windows.
17. Provide 2x4s for drywall nailing at Office and Playroom windows
18. Shift door to attic.
19. Build new wall to enclose column and flange at Office.

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20. Installation of two packet door frames.
21. All surfaces will be painted with brush and roller. The residence will be painted in 23 distinctive colors from the Benjamin Moor book. All surfaces will be paint in eggshell finish. Ceilings to be flat finished on 1st & 2nd floor. Trim & doors will be semi-gloss. Only three locations will be Faux finish 1)Fireplace: Brown Color Wash or Venetian Plaster or Concrete look, 2) Kitchen North wall; Blue Color wash, 3) Guest Bedroom; Ralph Laurent Linen Treatment. This also includes all the metal columns as well as metal stairs next to the living room area.
22. Application of primer on all areas.
23. Brick sealer for exposed Brick.
24. Drywall Extras (included materials)

SCHEDULE OF PAYMENT (S): Amount paid \$47,925.00. The last payment of the contract in the amount of \$43,330.00 shall be paid upon completion of the project. All monies owed shall be payable only in the form of certified funds (i.e. a cashier's check or money order). Please also note that if any payments are received more than 30 days from the invoice date, a 2% will be apply every 30 days (i.e. The total contract amount of \$91,255.00 will be due). Customer shall pay attorney fees, costs and expenses incurred by Bax Drywall Corporation arising from collections.

TIME OF COMPLETION: Contractor shall keep both an adequate size and properly trained crew on the job site so as to complete the project within (5 weeks) and work within the project schedule.

CHANGE ORDERS: Contractor understands and agrees that no change order or contract additions will be made unless agreed to in writing by both the Contractor and the Owner. If any additional work is performed and not covered in this contract, the Contractor proceeds at his own risk and expense. No alterations, additions, or small changes can be made in the work or method of the performance, without the written change order signed by the Owner and Contractor.

Warranty: Contractor shall warranty all labor, materials and equipment furnished on the project for **(one year)** against defects in workmanship or materials utilized. The manufacturers warranty will prevail. No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after **(one year)** beyond the completion of the project or cessation of work.

INSURANCE: Contractor shall maintain, at his own expense, full and complete insurance on its work until final approval of the work described in the contract. The Contractor shall not hold the Owner liable from any and all costs, damages, fees and expenses from any claims arising on the project.

Sole Agreement: This Agreement, including all terms and conditions hereof, is expressly agreed to and constitutes the entire Agreement as of this th day of

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June, 2006. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Agreement unless specified herein.

IN WITNESS HEREOF THE PARTIES HAVE ACCEPTED THIS Agreement this day of June, 2006:

Sub-CONTRACTOR:

Miguel Jimenez
Bax Drywall Corporation
2137 S. Lombard Avenue
Cicero, IL 60804

Miguel Jimenez

Signature

Miguel Jimenez

Print Name

Project Manager

Title

06/29/06

Date

General Contractor:

Peter Nelson
Studio 421 Architecture
421 Grant Street
Downers Grove, IL 60515

Peter Nelson

Signature

Peter Nelson

Print Name

Partner

Title

6/22/06

Date

COOK County Clerk's Office

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