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DOCUMENT PREPARED BY

AND RETURN TO:

Contractors Lien Services, Inc.
6315 N. Milwaukee Ave
Chicago, IL 60646
773-594-9090
773-594-9094 fax
getpaid@paydaylien.com

Doc#: 0802850072 Fee: \$18.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/28/2008 03:01 PM Pg: 1 of 4

SUBCONTRACTOR'S CLAIM OF LIEN (MECHANICS)

State of Illinois

SS. County of **Cook**

The claimant, Contractor's Lien Services, Inc., successor in interest to **Wieslaw Dabrowski** hereby files its lien as a subcontractor against the real property described in Exhibit A and against the interest of **37TH Place Homes II, LLC** (hereinafter Owner) in that real property.

On **5/28/2006** owner owned fee simple title to the certain land described in Exhibit A attached hereto, including all land and improvements thereon, in the county of **Cook**, State of Illinois.

Permanent Index Numbers: **17 32 416 018 0000**
17 32 416 019 0000
17 32 416 020 0000
17 32 416 021 0000
17 32 416 031 0000

Commonly known as: **3738 S Halsted St, Chicago, IL 60609**

Owner of Record: **37TH Place Homes II, LLC**
259 W 31st St
Chicago, IL 60616

On **3/28/2006** claimant made **a written contract** with **DeGrazie Development & Realty** the original contractor (hereinafter Original Contractor) to furnish all labor and materials, equipment and services necessary for,

Labor & Material
Finish trim carpentry

for and in said improvement, and that on **5/28/2006** the claimant completed all required by said contract for and in said improvement.

That at the special instance and request of owner(s) or original contractor, the claimant furnished extra and additional materials and extra and additional labor on said premises the value of which is **\$1,080.00** and which was completed on **5/28/2006**.

Saturday, January 26, 2008

This Is An Attempt To Collect A Debt

Page 1 of 2

Title company please be informed that this lien incurs 10% interest from date of filing and must be calculated at time of closing pursuant to 770ILCS 60/1(a) of the Illinois Lien Act.

HP

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The original subcontract amount was for **\$24,000.00** in addition extra work was done at a cost of **\$1,080.00**. After allowing for all credits in favor of the owner **\$1,080.00** is due and owing on which interest is accruing at the rate of 10% per year. Also due is the filing fee of **\$297.00**, release of Lien fee of **\$150.00**, title search fee of **\$65.00**, and certified mailing fees of **\$46.00** for a total due of **\$1,817.90**.

The claimant claims a lien on said land and improvements and on the monies or other consideration, due to or to become due from owner under the original contract to the original contractor.

Date: 1/26/2008

Signed by:



Print Name/Title: Steve Boucher
President/Contractors Lien Services

TAKE NOTICE

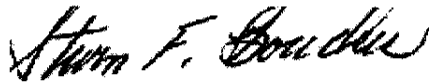
THE CLAIM OF Wieslaw Dabrowski

DESCRIBED IN THIS CLAIM FOR LIEN HAS BEEN ASSIGNED TO CONTRACTORS LIEN SERVICES, INC. ALL NOTICES OF ANY KIND WHETHER PROVIDED FOR OR REQUIRED BY STATUE OR OTHERWISE MUST BE SENT TO CONTRACTORS LIEN SERVICES, INC. AT 6315 N. MILWAUKEE AVENUE, CHICAGO, ILLINOIS 60646. NOTICES SENT TO THE FORMER CLAIMANT WILL NOT BE VALID. FURTHER, ONLY CONTRACTORS LIEN SERVICES, INC., CAN NEGOTIATE A SETTLEMENT OF THIS CLAIM FOR LIEN. ANY PAYMENTS MADE TO THE FORMER CLAIMANT WILL NOT AFFECT YOUR LIABILITY TO CONTRACTORS LIEN SERVICES, INC.

VERIFICATION

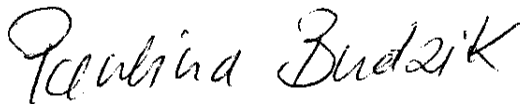
I declare that I am authorized to file this SUBCONTRACTOR'S CLAIM OF LIEN (MECHANICS) on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the law of the State of Illinois that the foregoing is true and correct. Executed at Contractor's Lien Services, Inc. on 1/26/2008.

Signed by:

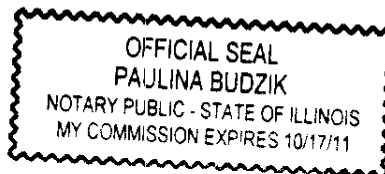


Print Name/Title: Steve Boucher
President/Contractors Lien Services

Subscribed and sworn to before me on this 26 day of January, 2008.



Notary Public



Saturday, January 26, 2008

This Is An Attempt To Collect A Debt

Page 2 of 2

Title company please be informed that this lien incurs 10% interest from date of filing and must be calculated at time of closing pursuant to 770ILCS 60/1(a) of the Illinois Lien Act.

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Prepared By:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
161 N. Clark - #550
Chicago, Illinois 60601

Doc#: 0609335276 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/03/2006 10:53 AM Pg: 1 of 4

Mail to:
CHICAGO COMMUNITY BANK
1110 W. 35th Street
Chicago, IL 60609

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 31st day of January, 2006, by and between 37TH PLACE HOMES II, LLC, an Illinois limited liability company, (hereinafter called "Borrower") and CHICAGO COMMUNITY BANK, an Illinois banking corporation, with an office at 1110 W. 35th Street, Chicago, IL 60609 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On May 19, 2005, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,700,000.00) (hereinafter called "Note"), pursuant to the terms and conditions of a Construction Loan Agreement dated May 19, 2005 between Borrower and Lender (the "Loan Agreement").

B. Borrower has secured the Note, by granting to Lender a certain first mortgage (hereinafter called the "Mortgage") dated May 19, 2005, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded as Document No. 0516433084 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

PARCEL 1: LOT 5 (EXCEPT THE WEST 25.08 FEET THEREOF) IN THE SUBDIVISION OF LOT 1 TO 4 INCLUSIVE IN BLOCK 13 IN GAGE AND OTHERS SUBDIVISION OF THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MEIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF LOTS 1 TO 4 INCLUSIVE IN BLOCK 13 IN GAGE AND OTHERS SUBDIVISION OF THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-32-416-018-0000; 17-32-416-019-0000; 17-32-416-020-0000; 17-32-416-021-0000; and

BOX 334 CTY

CA 8901371 L

Property of Cook County, Ill. 0609335276

4c

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17-32-416-031-0000

Common Address: 3738 S. Halsted/811 W. 37th Place, Chicago, Illinois

C. Lender and Borrower have agreed to an additional advance of \$800,000.00 under the Note, increasing the face amount of the Note from \$1,700,000.00 to \$2,500,000.00 and to extend the maturity date of the Note to June 19, 2006.

D. As an inducement to Lender, ANTHONY F. DEGRAZIA and ANGELA DEGRAZIA have agreed to grant to Lender a junior mortgage upon the real estate commonly known as 211 W. Park Drive, Twin Lakes, Wisconsin.

E. Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, and that the lien of the Mortgage, as herein modified, is a valid, first lien upon the Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree as follows:

1. Lender shall advance an additional sum of \$800,000.00 pursuant to the term and conditions of the Loan Agreement and extend the maturity date of the Note to June 19, 2006.
2. Borrower shall pay a fee of \$8,000.00 for the new advance and reimburse Lender its attorneys' fees of \$350.00, its appraisal fee of \$1,800.00, its flood zone fee of \$15.00, its tax search fee of \$195.00 and any fees for the recording of this modification.
3. All other terms and conditions of Mortgage and the Loan Agreement shall remain in full force and effect.

In consideration of the modification of the Note as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage, and to perform the covenants contained in the aforementioned documents, and Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first lien on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note, the Loan Agreement, Mortgage and other loan documents as identified herein, or the lien created thereby or any other documents executed by Borrower, jointly or severally, in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage and any other instruments and documents executed in connection with the loan evidenced by the Note, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and