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08033452

296 / 0078 35 001 Page 1 of 7
1998-11-17 11:53:11
Cook County Recorder 18.50



08033452

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

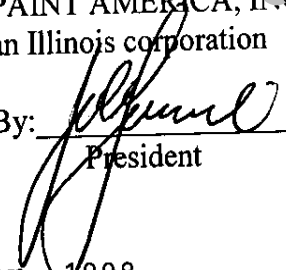
The claimant, Paint America, Inc., an Illinois corporation, of 5110 North Lincoln Avenue, Chicago, County of Cook, State of Illinois, hereby files notice and claim for lien against Sharon Pacheco (hereinafter referred to as "owner") and states: July, 1, 1998, the owner owned the following described land in the County of Cook, State of Illinois, to-wit: see Exhibit "A", Legal Description.

That on July 2, 1998, said owner by and through its general contractor, Signature Development, made a subcontract with the claimant to provide painting labor and material for the building being constructed/owned by said owner, for and in said improvement, and that on September 22, 1998, the claimant completed thereunder all work required to be performed under the contract, as described in Exhibit "B" attached up to the time of the first payout.

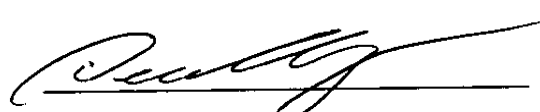
That said owner is entitled to credits on account thereof as follows: \$4,657.50 leaving due, unpaid and owing to the claimant, after allowing all credits, the sum of Eight Hundred Forty Seven Dollars and Fifty Cents (\$847.50) Dollars, for which, with interest, the claimant claims a lien on said land and improvements and on the moneys or other considerations due or to become due from the owner under said contract against said owner.

THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
INFORMATION OBTAINED
WILL BE USED FOR THAT
PURPOSE.

PAINT AMERICA, INC.
an Illinois corporation

By: 
President

Sworn before me, this 17th day of November, 1998.



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EXHIBIT A

08033452

EDWARD J. ROSEWELL COOK COUNTY TREASURER
11/16/98 Receipt : 9516777 Employee : JERRY Page : 1

P I N : 03-02-416-006-0000 Volume : NONE

Address : 43 _ W DUNDEE RD/WHEELING, IL 60090

Name : KATSIGIANNIS GUS

Mailing : 43 _ W DUNDEE RD/MOUNT PROSPE, IL 600561803

Legal Description :

Sub-Division Name : DUNDEE-WOLF RESUB LTS 3-4 LYNCHS RESUB

Legal : DUNDEE-WOLF RESUB OF LOTS 3 AND 4 IN LYNCHS RESUB (SEE K) REC D
ATE: 09/07/1979 DOC NO: 02715566

ST-TN-RG	BLOCK	PT	LOT
02-42-11			0000002

This information is furnished as a public accommodation. The office of county collector disclaims all liability or responsibility for any error or inaccuracy that may be contained herein.

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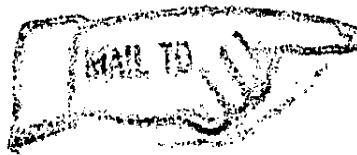
03/20/2011

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John Geroulls
President
773.334.0008
Fax: 773.334.0689
5110 N. Lincoln Ave.
Chicago, IL 60625



08033452

Date: July 1, 1998

Proposal Submitted to:
Signature Development
Tom
773.776.3600
312.944.5101 Fax

Work to be performed at:
Beefeaters
Palatine, IL

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

Ceiling Tiles:

We will spray two coats of latex white flat paint on ceiling tiles throughout front of store.

Ceiling Grids:

We will apply two coats of alkyd base enamel in white on existing grids in front of store.

Walls:

We will apply two coats of premium latex paint to owner's choice of color throughout front of store only - top half of walls only. No work on woodwork.

Primary Kitchen:

We will wash walls to remove existing grease and apply two coats of premium latex white enamel throughout.

Kitchen & Customer Bathrooms:

We will patch, prime and apply two coats of latex semi-gloss enamel to owner's choice of color.

Secondary Kitchen:

We will wash walls to remove existing grease and apply two coats of premium latex white enamel throughout.

Office:

We will wash walls to remove existing grease and apply two coats of premium latex white enamel throughout.

No ceiling work to be performed in kitchens.

No painting in storage/compressor room.

No exterior painting.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$4500.00.

One third deposit upon acceptance of this proposal and balance due upon completion of work.

Any alteration or deviation for above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's compensation and public liability insurance on above work to be taken out by Paint America, Inc.

TERMS AND CONDITIONS

1. Paint America, Inc. covenants and agrees with client to perform the service(s) as indicated on our proposal.
2. This agreement may not be waived, altered or modified except by written agreement of the parties. No agent, employee or representative of Paint America, Inc. has any authority to bind Paint America, Inc., to any affirmation, representation or warranty and unless such is specifically included within this written agreement, it shall not be enforced. Customer's remedies to this agreement are exclusive to this agreement.
3. This Agreement contains the entire understanding of both parties and supersedes any and all oral or written communications, agreements or understandings between the parties concerning the subject matter hereof.

4. **Payment Terms:** if payment is not made on the day the work is completed or payment is to be made pursuant to a written agreement attached to this Agreement, then payment is due within 20 days from the day work is completed.
5. **Default:** Default is defined to include: client's failure to pay any amount after the same is 20 days or more delinquent.

If after 20 days, any balance due that is unpaid is subject to 1 ½% weekly charge for interest due on that unpaid balance. In the event of default, client shall also pay to Paint America, Inc., all reasonable expenses incurred by Paint America, Inc. in connection with the enforcement of any of Paint America, Inc.'s remedies, including reasonable attorney's fees and court costs.

Upon Default, Paint America, Inc. may declare the entire sum remaining unpaid hereunder to be immediately due and payable and sue immediately for said amount.

Paint America, Inc. may refuse to complete any further jobs for client under the agreement and declare this agreement terminated.

6. **Delays:** Should Paint America, Inc. be delayed for any period of time or prevented from performing this agreement by any cause beyond its reasonable control, such delay shall be excused during that period of time. The period of performance shall be extended to such extent as may be necessary to enable Paint America, Inc. to perform after the cause of the delay has been removed. The scheduled work date herein shall be extended by a period of time equal to any excusable delays or by a period of time agreed in writing between the parties hereto.

In the event client requests a delay or causes a delay, a charge of 1% of the total agreement price will be due to Paint America, Inc. for each day of such delay. Should the delay exceed two (2) weeks, Paint America, Inc. may cancel this agreement. The charge for such cancellation shall be fifty percent of the total agreement price herein.

7. **Warranties:** There are no warranties express or implied, including any warranty or merchantability or fitness, for an intended purpose beyond those stated herein.
8. **Liability:** Paint America, Inc. will be held harmless and without liability for any damage to client's property which results indirectly from the work performed by Paint America, Inc. under this agreement

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98 12:53P Signature Development
L-01-1998 09:30 AM PaintAmerica

312.944.5101
17733340689

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Page 4
Beefeaters

Respectfully Submitted

John G. Geroullis
President

Note: we may withdraw this proposal if not accepted within 20 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Paint America, Inc. is authorized to do the work as specified. Payment will be made in full upon completion with no cash. BY CHICAGO TITLE Co. ESCROW # AHC69804811 Mt. Prospect, ILLINOIS.

Accepted by Thomas Bryant

Title Project Manager

Date July 2, 1998

ADD To Total CONTRACT For Ceilings in Kitchen Areas.

675	4500.00	ORIGINAL Quote	1500 Square Feet Ceiling in Kitchen	45
	4800.00			sq. Ft.
	4985.00	Total Quote		

5175.00
Tom Bryant
Project Mgr.
7/2/98



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John Geroulla
President
773.334.0008
Fax: 773.334.0689
5110 N. Lincoln Ave.
Chicago, IL 60625

Financial Guarantee

Signature Development and Chris Nesbit hereby agree to be responsible, on a corporate and personal level, that payment will be made to Paint America, Inc. for work completed at Korabel's restaurant, 43 W. Dundee, Wheeling, Illinois. And that payment will be made by the Title Company of Chicago Title Mt. Prospect, under escrow number AHC098048111.

Chris Nesbit
Signature Development



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