

UNOFFICIAL COPY

CONTRACTOR'S LIEN
SERVICES



Doc#: 0805050010 Fee: \$19.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/19/2008 10:40 AM Pg: 1 of 5

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

(The Above Space For Recorder's Use Only)

ASSIGNMENT OF LIEN

THE ASSIGNOR(S) (NAME AND ADDRESS)

Wieslaw T Armatys
616 N Ben Ton St
Palatine, IL 60067

On the **11/16/2007**, County of **Cook**, State of Illinois for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid, ASSIGNS, CONVEYS and WARRANTS to

Contractors Lien Services, Inc. 6315 N. Milwaukee Avenue, Chicago, IL 60646

(NAMES AND ADDRESS OF GRANTEES)

All of Assignor's rights, titles and interest in that certain Claim for Lien, dated **11/16/07** and recorded under document # **0732050078** upon the following described Real Estate situated in the County of **Cook** in the State of Illinois, to wit: (See reverse side for legal description.).

Permanent Index Number (PIN): **14 30 222 184 000, 14 30 222 183 0000, 14 30 222 028 0000**
14 30 222 029 0000

Address(es) of Real Estate: **2955 N Honore, Chicago, IL 60657**

Owner of Record: **Andrew S. Gershon & Karen Z. Gershon**

DATED this **16 day of November, 2007**

Friday, November 16, 2007

Page 1 of 3

SEE REVERSE SIDE >

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.

5p

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By Wieslaw Armatys
Client

Stuart F. Brundage
Contractors Lien Services, Inc..

State of Illinois, County of **Cook** ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Wieslaw T Armatys** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

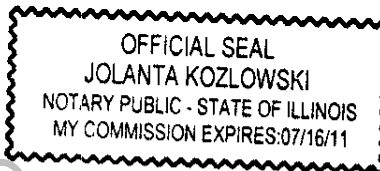
IMPRESS SEAL HERE

Given under my hand and official seal, this **16 day of November, 2007**
My Commission expires 07/16/11

Jolanta Kozlowski, NOTARY PUBLIC

This instrument was prepared by:
Contractors Lien Services, Inc.
6315 N. Milwaukee Ave.
Chicago, IL 60646

* If Grantor is also Grantee you may wish to strike Release and Waiver of Homestead Rights.



Friday, November 16, 2007

Page 2 of 3

SEE REVERSE SIDE >

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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Legal Description

of the premises commonly known as or see Exhibit A:

TAKE NOTICE

BY VIRTUE OF THIS ASSIGNMENT OF CLAIM FOR LIEN, CONTRACTORS LIEN SERVICES, INC. HAS BECOME THE CLAIMANT FOR ALL PURPOSES. ALL NOTICES OF ANY KIND WHETHER PROVIDED FOR OR REQUIRED BY STATUTE 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 UNDER THE CLAIM FOR LIEN OR TO CONTRACTORS LIEN SERVICES, INC.

MAIL TO:

Contractors Lien Services, Inc.
6315 N. Milwaukee Ave.
Chicago, IL 60646

OR PLACE IN RECORDER'S BOX NO.

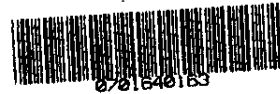
Friday, November 16, 2007

Page 3 of 3

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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RECORDATION REQUESTED BY:
FIRST BANK OF HIGHLAND
PARK
1835 FIRST ST
HIGHLAND PARK, IL 60035



Doc#: 0701640163 **Fee:** \$48.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 01/16/2007 03:00 PM Pg: 1 of 13

WHEN RECORDED MAIL TO:
First Bank of Highland Park
Attn: Loan Operations
633 Skokie Blvd, Suite 320
Northbrook, IL 60062

FOR RECORDER'S USE ONLY

This Mortgage prepared by:
FIRST BANK OF HIGHLAND PARK
1835 First Street
Highland Park, IL 60035

13

CONSTRUCTION MORTGAGE

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 \$2,242,500.00.

THIS MORTGAGE dated January 3, 2007, is made and executed between **ANDREW S. GERSHON** and **KAREN Z. GERSHON**, AS JOINT TENANTS, whose address is 2938 N. HERMITAGE AVE., CHICAGO, IL 60657 (referred to below as "Grantor") and **FIRST BANK OF HIGHLAND PARK**, whose address is 1835 FIRST ST, HIGHLAND PARK, IL 60035 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, 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**:

PARCEL 1: LOT 1 (EXCEPT THE EAST 5 FEET THEREOF CONVEYED TO THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED RECORDED DECEMBER 2, 1910 AS DOCUMENT 4671694 AND EXCEPT THE SOUTH 4 FEET) IN WM. DEERING'S DIVERSEY AVENUE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 2 (EXCEPT THE EAST 5 FEET THEREOF CONVEYED TO THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED RECORDED DECEMBER 2, 1910 AS DOCUMENT 4671694) AND THE SOUTH 4 FEET OF LOT 1 (EXCEPT THE EAST 5 FEET THEREOF CONVEYED TO THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED RECORDED DECEMBER 2, 1910 AS DOCUMENT 4671694) IN WM. DEERING'S DIVERSEY AVENUE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE RAILROAD, IN COOK COUNTY,

FATC 1561407

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Loan No: 2230001

MORTGAGE (Continued)

Page 2

ILLINOIS.

The Real Property or its address is commonly known as 2955-59 HONORE STREET, CHICAGO, IL 60657. The Real Property tax Identification number is 14-30-222-183-0000, 14-30-222-028-0000 & 14-30-222-029-0000.

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 THE NOTE, THE RELATED DOCUMENTS, AND 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 IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

CONSTRUCTION MORTGAGE. This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Illinois.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that 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 tenable 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 threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release