



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#: 0805250005 Fee: \$18.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/21/2008 09:04 AM 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 **Jozef Nosalski** hereby files its lien as a subcontractor against the real property described in Exhibit A and against the interest of **Andrew S and Karen Z Gershon** (hereinafter Owner) in that real property.

On **2/15/2008** 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: **14 30 222 183 0000**  
**14 30 222 184 0000**  
**14 30 222 028 0000**  
**14 30 222 029 0000**

Commonly known as: **2955 N Honore St, Chicago, IL 60657**

Owner of Record: **Andrew S and Karen Z Gershon**  
**2938 N Hermitage Ave**  
**Chicago, IL 60657**

On **9/15/2007** claimant made **an oral contract** with **United Masonry & Tuckpointing Grzegor** the original contractor (hereinafter Original Contractor) to furnish all labor and materials, equipment and services necessary for, **Labor & Material**

for and in said improvement, and that on **2/15/2008** 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 **\$0.00** and which was completed on **2/15/2008**.

Tuesday, February 19, 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.

4 Pgs

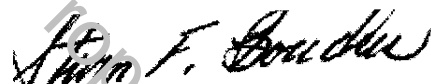
# UNOFFICIAL COPY

The original subcontract amount was for **\$4,344.00** in addition extra work was done at a cost of **\$0.00**. After allowing for all credits in favor of the owner **\$4,344.00** 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 **\$4,906.76**.

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: 2/19/2008

Signed by:



Print Name/Title: Steve Boucher

President/Contractors Lien Services

## TAKE NOTICE

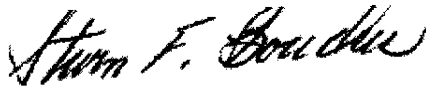
### THE CLAIM OF Jozef Nosalski

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 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 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 2/19/2008.

Signed by:



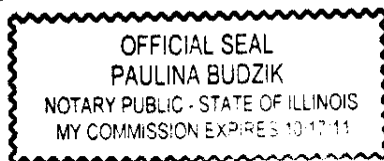
Print Name/Title: Steve Boucher

President/Contractors Lien Services

Subscribed and sworn to before me on this 19 day of February, 2008.



Notary Public



Tuesday, February 19, 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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**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**

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### 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

Property of Cook County Official

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## MORTGAGE (Continued)

Loan No: 2230001

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### 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 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 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