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0805339116

ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Doc#: 0805339116 Fee: \$19.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/22/2008 01:28 PM Pg: 1 of 5

**SAMANCO, LTD., an Illinois
Corporation, doing business as
Samanco Construction,**

Vs.

**LARRY J. ACKER and
RAFAEL HERNANDEZ, JR.**

Note: This space is for Recorder's use only.

THE CLAIMANT, SAMANCO, LTD., an Illinois corporation, d/b/a Samanco Construction, Of 11109 S. St. Louis, City of Chicago, County of Cook, State of Illinois, hereby files an Original Contractor's Claim for Lien against LARRY J. ACKER, of 123 N. Madison Street, Chicago, Cook County, Illinois and RAFAEL HERNANDEZ, JR., of 1928 N. Drake, Chicago, Cook County, Illinois 60647, and states as follows:

That on the 19th day of June, 2007, said LARRY J. ACKER was the owner of the following Described real estate, as follows:

LOTS 46 AND 47 IN BLOCK 6, IN THE SUBDIVISION OF BLOCKS 4 TO 9 IN E. SIMON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 1928 N. DRAKE, CHICAGO, ILLINOIS 60647

PERMANENT INDEX NUMBER: 13-35-400-026-0000

And that on the 19th day of June, 2007, the Claimant made a Contract with RAFAEL HERNANDEZ, JR., authorized and knowingly permitted by LARRY J. ACKER to make said Contract,

For the removal and construction of a 2-story rear porch for a price of \$16,900.00 as further Described on said Contract, a copy of which is attached hereto and incorporated herein,

And that on October 30, 2007, Claimant completed all required to be done by said Contract

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~~That the Claimant performed extra and additional work on, and delivered extra and additional materials at said premises of the value of \$ _____ at the special instance and request of said _____~~

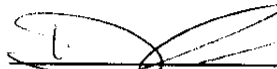
~~as fully set forth in an account thereof herewith filed and made part hereof, marked Exhibit _____ and completed same on the _____ day of _____, 2007~~

THAT said owner is _____ entitled to credits on account thereof, as follows, to wit: _____

Payments of \$6,900.00

leaving due, unpaid and owing to the Claimant _____ on account thereof, after allowing all credits, the balance of \$10,000.00 for which, with interest, the Claimant _____ claim _____ a lien on said land and improvements.

SAMANCO LTD, an Illinois corporation
D/B/A SAMANCO CONSTRUCTION



DANIEL J. GBUR, President

STATE OF ILLINOIS)

) SS.

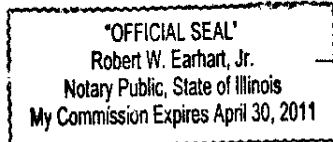
COUNTY OF COOK)


THE AFFIANT DANIEL J. GBUR,

being duly sworn on oath deposes and says, that he is PRESIDENT OF SAMANCO, LTD. an Illinois corporation, D/B/A/ SAMANCO CONSTRUCTION

of the Claimant _____; that he has read the foregoing notice and Claim for Lien, knows the contents thereof, and that all the statements therein contained are true.

Subscribed and sworn to before me this 25th day of JANUARY, 2008





Notary Public

Mail to:

Name SAMANCO CONSTRUCTION
Address 11109 S. St. Louis,
City CHICAGO, ILLINOIS 60655

This instrument prepared by:

Name Robert W. Earhart, Jr.,
Address 7330 College Drive, Suite 102
City Palos Heights IL 60463

UNOFFICIAL COPY**SAMANCO CONSTRUCTION**

11109 S. St. Louis
CHICAGO, IL 60655
(773) 298-0620

- KITCHEN AND BATH REMODELING - SIDING & SEAMLESS GUTTERS - SOFFIT & FASCIA - DECKS - REPLACEMENT WINDOWS - PORCHES REMODELING - STORM WINDOWS & DOORS - ALL TYPES OF REMODELING - GARAGES - ROOFS - ADDITIONS

Contract**Owner(s):**

Rafael Hernandez Jr.
1928 N. Drake
Chicago, IL 60647
Cell (773) 339-2865
Home (630) 782-0580
E-Mail: Jr59borigua@sbglobal.net

June 19, 2007

3 Unit Building:

Porch Violations - Complete Rebuild
2-Story Rear Porch - Open

Scheduling:

- We would be available to start within 1-2 week of obtaining porch repair permit, weather permitting.
- The work should take approximately 7-9 working days to complete, weather permitting.
- Samanco Construction will provide architect drawings and permit.
- Drawings and permit fees are \$2,500.00 which are included in cost of rebuild.
- Owner will need a plat of survey on property no older than 180 days to submit with drawings.

Total: Sixteen Thousand Nine Hundred Dollars 00/100 (\$16,900.00)

Terms:

\$6,900.00 down payment paid on 6/18/07 and \$10,000.00 due upon completion..

Verbal agreements are not binding.

The undersigned property owner(s) agree(s) upon completion of said work to pay in accordance with above-mentioned terms. This agreement shall become binding only upon written acceptance hereof by an authorized officer of the Contractor, or upon commencing performance of work, or upon delivery of any of the materials hereunder.

The contractor shall not be liable for delays caused by strikes, weather conditions, and delay in obtaining material or other causes beyond its control.

This agreement contains all the terms and conditions agreed upon by the parties to this agreement, and no other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. If breached by the purchaser(s) prior to delivery of any materials hereunder, the Purchaser(s) shall pay as liquidated damages and not as penalty, a sum equivalent to 3% of the full purchase price hereunder, which sum is secured by the note below. If breached by Purchaser (s) after delivery of material, purchaser shall pay as liquidated damages and not as a penalty, the cost of all labor and materials plus 30% of the contract price, plus contractors reasonable attorney's fees and court costs. In the event of such a breach, contractor may pursue any remedy against purchaser available at law or equity, and purchaser shall pay all of contractors reasonable attorney's fees and costs of any lawsuit so filed by contractor.

If this agreement is signed by more than one person, every obligation of the undersigned shall be joint and several irrespective of the use of verbs importing the singular number.

IN WITNESS WHEREOF, the undersigned has (have) hereunto set his (their) hand(s) and seal(s) the day and year first above written.

By: Authorized Officer - Kirk J. Byers

6/19/07

Purchaser(s) - Rafael Hernandez Jr.

6/19/07

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SAMANCO CONSTRUCTION

11109 S. St. Louis
CHICAGO, IL 60655
(773) 298-0620

- KITCHEN AND BATH REMODELING - SIDING & SEAMLESS GUTTERS - SOFFIT & FASCIA - DECKS - REPLACEMENT WINDOWS - PORCHES
REMODELING - STORM WINDOWS & DOORS - ALL TYPES OF REMODELING - GARAGES - ROOFS - ADDITIONS

Contract

June 19, 2007

Owner(s):

Rafael Hernandez Jr.
1928 N. Drake
Chicago, IL 60647
Cell (773) 339-2860
Home (630) 782-0580
E-Mail: Jr59borigua@sbcglobal.net

3 Unit Building:

Porch Violations - Complete Rebuild

Preparation:

- Remove and haul away existing 2-story porch on rear of building.

Construction:

- Construct a new structure per architects drawings using AC2 pressure treated lumber.

Concrete/Footings:

- Pour new concrete footings.
- Attach Simpson Strong Tie post bases for all main 6"x6" support posts.

Structure:

- The structure will consist of 6"x6" up rights, 4"x4" newel posts and 12"x8" joists.
- Main 6"x6" supports and lookouts will not be notched per City of Chicago building code.
- Lookouts will consist of double 2x10's supported by 1/2" metal brackets attached to main supports with (2) 1" galvanized bolts with nuts and washers.

Decking:

- The flooring will be AC2 5/4" decking screwed down with galvanized screws.

Stairs:

- Stairs will be constructed of 2"x12" stringers with 2"x10" treads and 1"x8" risers.

Railings:

- The railing system will be constructed of 2"x2" pickets with standard beveled top rail and 2"x4" bottom member.
- Railings will be 42" height on staircase and 42" height on landings.

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Contract

June 19, 2007

Owner(s):

Rafael Hernandez Jr.
1928 N. Drake
Chicago, IL 60647
Cell (773) 339-2867
Home (630) 782-0580
E-Mail: Jr59borigua@sbcglobal.net

3 Unit Building:

Porch Violations – Complete R. build
2-Story Rear Porch – Open

Material:

- All material will be AC2 Grade #2 (arsenic free lumber), which prevents rot, fungi, and insect infestation.

Roof/Gutter:

- No roof or gutter system included in price.

Hardware:

- Fasteners will be galvanized nails and screws.
- All brackets will be Simpson-Strong Ties.

Electric:

- Remove and reinstall all attached electric lines and fixtures.