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**GENERAL CONTRACTOR'S
CLAIM FOR
MECHANICS LIEN**

Doc#: 0818957076 Fee: \$35.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/07/2008 02:12 PM Pg: 1 of 9

The Claimant, **SMT ENTERPRISES LLC**, with an address at 175 Zurich Drive, Lynwood, IL 60411 hereby files its Contractor's Claim for Mechanic's Lien on the Real Estate as hereinafter described and against the interest of the following entity in the Real Estate:

OWNERS OF RECORD:
DIANE M. CARTWRIGHT

and any person claiming an interest in the Real Estate as hereinafter described by, through, or under the Owner.

Claimant states as follows:

1. On or about April 18, 2007 and subsequently, Owner owned fee simple title to the real estate, including all land and improvements thereon, in Cook County, Illinois, commonly known as 2735 Glenwood-Dyer Road, Lynwood, Illinois, 60411, legally described as follows:

SEE ATTACHED LEGAL DESCRIPTION

The permanent real estate tax number is: 33-18-302-010-0000

2. Claimant made an agreement dated April 18, 2007 with DIANE M. CARTWRIGHT, the Owner, the Claimant agreed to provide general contracting work on the real estate of the original agreed price of \$139,660.00. Copies of said agreement are attached hereto as Exhibit "A".

3. Since then, the Claimant last performed work under the Agreement on June 13, 2008.

4. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$25,530.20. Claimant claims a lien on the Real Estate including all land and improvements thereon in the amount of \$25,530.20.

Dated: July 2, 2008

SMT ENTERPRISES LLC

By: Stephen M. Trembaczynski
STEPHEN TREMBACZYNSKI President

This document was prepared by and after recording should be mailed to:
JOHN F. PELKEY, Attorney, 1461 Ring Road, Calumet City, IL 60409, (708) 862-0101

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VERIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

STEPHEN TREMBCZYNSKI, being first duly sworn on oath, states that he is the President of **SMT ENTERPRISES LLC**, that he is authorized to sign this Verification to the foregoing Contractor's Claim for Mechanic's Lien, that he has read the Contractor's Claim for Mechanics Lien, and that the statements contained therein are true.

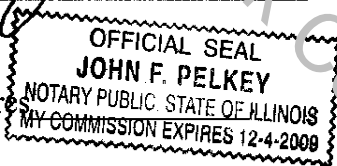
Stephen Trembczynski

STEPHEN TREMBCZYNSKI

Subscribed and Sworn to before me
this 2nd day of July, 2008.

Notary Public

My commission expires



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That part of the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 15 East of the Third Principal Meridian, described as follows: Beginning at a point on the East and West centerline of the South 1/2 of Section 18 aforesaid, 268.2 feet West of the North and South center line of said Section 18 aforesaid; thence West along the said line 190 feet; thence Northwesterly 1149.25 feet more or less to a point in the center line of Glenwood Dyer, Road 672.28 feet Northwesterly of its intersection with the North and South center line of said Section 18 aforesaid; thence Southeasterly along the center line of said road 232.38 feet and thence Southerly to point of beginning (excepting from above described premises the Easterly 16 feet thereof and except therefrom that part lying Southerly of a line perpendicular to the West line from a point in said West line 783.10 feet Northerly of the Southwest corner of said tract as measured on said West line) in Cook County, Illinois.

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A

SMT ENTERPRISES, L.L.C.

175 Zurich Dr., Lynwood, IL. 60411

CONTRACT and AGREEMENT

DATE: Wednesday, April 18, 2007

CUSTOMER:

**Ms. Diane Cartwright
2735 Glenwood-Dyer Road
Lynwood, Illinois
Contact Phone 708/151-9468**

The undersigned agrees to retain SMT Enterprises, L.L.C. to prepare initial blueprints and planning for location listed here to the specifications as outlined for preliminary contract and a final cost estimate for Rear Addition project located at:

2735 Glenwood-Dyer Road – Lynwood, Illinois


Estimated Cost \$116,000.00

The sum of \$3,500.00 fee is required for required Blueprints and Planning. Should SMT Enterprises, L.L.C. be immediately authorized by the above owner(s) to construct all, or a substantial portion of the proposed project, and upon completion of the preliminary plans, building specifications, building contract, cost estimate, rough framing and mechanicals; then this Retainer Fee for shall be credited in full against the final cost of the project.

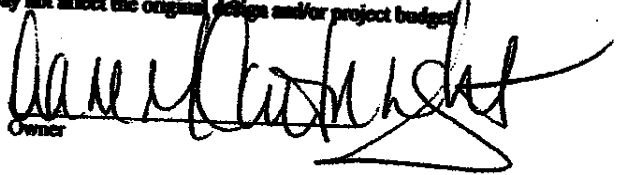
If however, after preparing preliminary blueprints, building specifications, building contract and a cost estimate the owners do not immediately authorize SMT Enterprises, L.L.C. to start and complete the proposed construction project, or do not immediately allow construction to complete the rough framing and mechanical phase; then the owners will not be returned the Retainer Fee from SMT Enterprises, L.L.C.

It is also agreed that all plans, contracts, and specifications shall always remain the property of SMT Enterprises, L.L.C., with the owner(s) responsible for any misuse or un-authorization.

For reasons should the scope of this project change during the design or planning phases, an addendum shall be written for our clients' authorization reflecting these changes and any additional costs that may or may not affect the original design and/or project budget.



General Contractor or Authorized Agent for
SMT Enterprises, L.L.C.



Owner

33-18-302-010-0000

UNOFFICIAL COPY**SMT ENTERPRISES, L.L.C.**

175 Zurich Drive
Lynwood, IL 60411

Phone: 708-535-6500
Fax: 708-575-8880

March 23, 2007

Diane Cartwright
2735 Glenwood-Dyer Road
Lynwood, Illinois 60411
Phone 708-757-0468

Details located in your contract and specifications:

1. Plat of Survey, Lynwood or Cook County. They may require a new one.
2. Provide your Property Index Number (PIN) or Tax ID # 23-18-302-010-0000
3. Keep the existing ductwork below main house in use w/o relocating to attic
4. We do provide and will present to do an electrical service upgrade.
5. We do provide and will present to supply and do the plumbing trim work.
6. Notice of Temporary Power Losses during construction phases.
7. Notice of Temporary Losses of Water Supply during construction phase.
8. Our cost are as follows:

a. \$112,760.00	- Our project cost.
b. \$ 1,110.00	- New Electrical service upgrades, incl Garage at our cost.
c. \$ 2,430.00	- New Plumbing fixtures and supplies.
d. \$116,040.00	-TOTAL

For Purposes of Financing Materials

- | | |
|-----------------|--|
| e. \$ 1,440.00 | -Siding. |
| f. \$ 375.00 | -Eave. |
| g. \$ 219.00 | -Gutters. |
| h. \$ 125.00 | -Nails and Screws, etc. |
| i. \$ 2,096.00 | -Insulations. |
| j. \$ 1,720.00 | -Drywalls. |
| k. \$ 443.00 | -Paints. |
| l. \$ 1,180.00 | -Wood trims, locksets, closet shelving, etc. |
| m. \$ 220.00 | -Ceramic tiles. |
| n. \$ 247.00 | -Ceramic adhesives, cement boards. |
| o. \$ 2,090.00 | -Carpets and pads. |
| p. \$ 982.00 | -Vanities and countertops. |
| q. \$ 2,475.00 | -Plumbing system modifications. |
| r. \$ 13,700.00 | -Concretes and foundations. |

Please Note: That our costs, the contract, and specifications are always subject to change by the possible owner requested adjustments to the plan, and by government regulations. All work and material purchases can not begin until a final approved design and a blueprint is provided.

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CONTRACT (schedule-A) BETWEEN THE OWNER AND CONTRACTOR FOR THE CONSTRUCTION OF A CUSTOM BUILT REAR YARD SINGLE FAMILY ADDITION to the HOME.

This agreement made this 29th day of March, 2007 between SMT Enterprises, L.L.C., General Contractor, of 175 Zurich Drive, Lynwood, IL, 60411. Phone number: (708) 535-6500 hereinafter called the "Contractor" and Ms. Diane Cartwright; sole legal property Owner of current address 2735 Glenwood / Dyer Road; Lynwood, Illinois; Cook County 60411; Phone number 708/757/0468, hereinafter called the "Owner".

Witness to, that the parties hereby agree as follows:

1. THE SCOPE OF OUR WORK:

The Contractor shall furnish all of the material and perform all of the work necessary as per Building Specifications Schedule "B" to erect and build in a substantial and workmanlike manner, a Custom Rear Yard Single Family Addition upon the real estate owned by the Owner's, hereinafter legally described, in accordance with the drawings and specifications signed by both parties and hereto annexed, and shall do everything required by this agreement, the general conditions of the contract, the specifications and drawings. The said drawings (where applicable) and this entire contract and specifications shall remain in the property of the Contractor. The real estate upon which said dwelling shall be erected is legally described on Schedule "C" (plat of survey) attached hereto and made part hereof, which real estate is commonly known as 2735 Glenwood / Dyer Road; Lynwood, Illinois; Cook County 60411; with building code jurisdiction from the Village of Lynwood; Real Estate Property Index Number is 00-00-000-000-0000, Thornton Township, Cook County.

2. THE TIME OF COMPLETION:

The Contractor shall complete the said project within 120 days so as to be fit for final inspections and occupancy and have removed all surplus materials and rubbish off the premises from the date hereof or of which all necessary building permits are acquired, letter from Owner's bank lender stating funds of this entire contract is available to draw upon per these contract conditions whereas this contract shall always take precedence regardless of any potentially conflicting agreements and regardless of the dates when progress payment (b) is received by Contractor, the property index number with legal description submitted by Contractor, assumption that Owner's have gained permission by any neighbors for access to yard, utility's are located and/or relocated and of which Owner's surveyors provide a survey and/or staked building location (where applicable), soil report (where applicable) or of which lot (trees, bushes, fencing, decking, contents...) is cleared by Owner's, well and septic engineered drawing with county health permit obtained, unless prevented by strike, weather conditions, accidents, preparing change order request, change orders, material selection delays, continual loan confirmation letter(s) from Owner's lender; theft or other presumed illegal activity, Owner's delays, payment delays, building officials or other reasonable causes; including that of the time frame delay of which Owner's may be doing work on their own (regardless if any other contractor work is being completed); in which case, the Contractor shall be allowed reasonable additional time to complete said home.

3. CONTRACTOR WILL SUPPLY MATERIALS, APPLIANCES AND QUALIFIED LABOR STAFF.

The Contractor shall provide all the materials, unless specifically detailed otherwise within the Building Specifications, and perform all the work mentioned in said Building Specifications in relationship to approve drawings, and shall provide all scaffolding, plant, tools and appliances necessary for the performance of said work. The Contractor shall also supply duly qualified and experienced artisans, workmen and foremen to carry out the work. Owner's to supply to Contractor at no cost all natural utilities (sewer, water, electric, heat/air and natural gas) during the duration of project as well as bathroom use facilities such as portable washroom when applicable; whereas these costs if endured by the Contractor shall be applied to the Building Permit Allowance. The Owner's will terminate by default, contract without the first written approval by the Contractor; and, under no circumstances shall the Owner's permit any person(s) to work or standby while the Contractor, Subcontractors or its Suppliers are on the job; This is for your safety as well as our crews safety.

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Owner DMK Contractor ST

4. THE CONTRACTOR IS TO OBTAIN REQUIRED PERMITS AND COMPLY WITH RULES and REGULATIONS:

The Contractor shall give necessary notices to and obtain the necessary permits and sanction of the proper authorities in request of said work, and the Contractor shall generally comply with known building and other regulations of such authorities, specifically that of the International Residential Code and National Electrical Code. This contract does not include any permits, plans, ... for construction modification or approval of Owner's septic system or water well, or permits from the Department of Natural Resources, if and where applicable. This contract will terminate by default if Owner's requested work is to be completed in any presumed illegal or unsafe manner or by any other presumed illegal activity on or about the premises.

5. OTHER ADDITIONS AND OMISSIONS:

The Owner's or the Contractor may from time to time, by oral or written instructions or drawings issued to the Contractor or the Owner's and agreed and confirmed in writing by both the Contractor and Owner's make changes in the above named drawings and Building Specifications, issue additional instructions, require additional work or direct the omission of work previously ordered, and the provisions of this contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original drawings and specifications. In the event any such changes ordered by the Owner's should have the effect of increasing the cost of the building, the Owner's will agree to pay said additional cost to the Contractor at and prior to the time of the change order. In the event any such changes ordered by the Owner's should have the effect of decreasing the cost of the building, the Owner's will agree to have their Statement of Account credited upon the next regular billing cycle. A Contractor's Change Order must be signed and monies due received within 10 days from date of change or Contractor is under no obligation to complete at the quoted Change Order price. It is further agreed that only one signature of the Owner's shall be required to authorize work orders, changes or notices and shall have the same effect as if all Owner's have signed said documents; this is for Owner's convenience.

6. THE CONTRACT SUM:

The Owner's shall pay the Contractor for the performance of the contract, subject to additions and deductions provided therein, the sum of \$139,660.00 (One Hundred Thirty Nine Thousand Six Hundred Sixty and no/100) Dollars; plus a daily late charge of 2% per month if any progress or final payments are past due plus all costs incurred in securing and collecting on such debt.

7. PAYOUT SCHEDULE:

The Owner's are required to make, or direct to make, full scheduled construction draws or payments to the Contractor as outlined below; The Contractor will deliver invoice to Owner's upon each required draw whereas the Owner's have five (5) business days to accept, sign and return invoice as correct and that all work completed per invoice as approved and applying at least one Owner's signature to same (for Owner's/Contractor submission to lender (where applicable)). Payments are due in full upon receipt of each invoice; Any delay in payment of more than five business days may terminate this contract by default of Owner's and all work will be stopped and a final bill sent to Owner's. Furthermore, the Contractor, Subcontractors, Suppliers... have the right to place a Mechanics Lien against the property if any full or partial payments are not received in full - This is said "Notice of Right To Lien" as required prior to work startage; The Owner's shall make payments to the contract as provided therein, as follows:

- (a) A fee of \$3,500.00 (Three Thousand Five Hundred and no/100) Dollars; shall be paid to the Contractor by the Owner's at the time of signing this agreement and is NOT refundable. The Contractor hereby acknowledges receipt of said fee.
- (b) The further sum of \$49,140.00 (Forty-Nine Thousand One Hundred Forty and no/100) Dollars; shall be paid to the Contractor by the Owner at the time of Contractor receiving Owner's financing approval letter.
- (c) The further sum of \$10,000.00 (Ten Thousand and no/100) Dollars; shall be paid to the Contractor each week, including any additions and/or deletions to the contract.

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Owner DMK Contr SF

8. OWNERS MAY PROCEED BY CONTRACTOR'S DEFAULT:

If the Contractor is in default under this contract or stops office and field construction of the project for more than twenty (20) business days or abandons construction for any reason other than causes beyond the Contractor's Control, the Owner's may, at their election, terminate this contract after and additional ten (10) business days have elapsed from giving notice to the Contractor of the Owner's intention to do so and the Contractor has not, within that time, have cured such matter.

9. WARRANTIES BY CONTRACTOR:

Contractor hereby warrants that the project will be built in accordance with all known zoning and building requirements and in good workmanlike manner; Contractor also warrants that all materials incorporated in the structure and all equipment, fixtures and personal property incorporated shall be new, of good quality and fit for the purposes and uses for which they are intended; Contractor further warrants that the heating plant (if applicable) to be placed in said residence, when used properly will heat the residence to a temperature of 72 degrees Fahrenheit when the outside temperature is -10 degrees Fahrenheit. Upon completion of construction, all equipment, tools, and surplus materials will be removed from the residence and the lot, and all rubbish will be disposed of and the residence will be left broom clean; On substantial date, Contractor will assign and deliver to Owner's any guarantee which he may have received for any workmanship, material, equipment, fixtures, and personal property; Contractor will correct, at no expense to the Owner's, any substantial and reasonable defect in the project or any workmanship relating to Contractor (not Owner's purchased and/or installed) purchased and installed materials, equipment and fixtures installed under this Agreement that appear within twelve (12) months of completion as per the attached Limited Warranty Rider; The complete structure as per the Drawings, Building Specifications and Change Orders, as well as any final building inspections, must be fully completed as per this agreement, as well as all progress and final payments prior to any such warranty issued (Note: Any obligation); Cracks in plaster resulting from the normal drying of materials or settling of the residence, nail popping in any drywall construction and cracks in foundations wall from settlement of ground or cracks in flatwork, nor any ceiling and wall ceilings when adding room additions to areas other than the addition as per this warranty shall not be considered such defects. No warranty shall extend to any future property Owner's or tenants. No warranty applies to any landscaping.

10. RISK OF LOSS OR DAMAGE AND INSURANCE

Until the completion of project, all risk of loss from damage to the project or Contractor purchased construction materials, equipment or fixtures damaged by said project or the injury to person(s) on or about the project as it relates only to the daily construction process with the exception of defects or damage from accident, alteration, misuse, abuse, wear and tear or elements such as tornado's, wind, rain, snow, ice, radon, lead, mold, asbestos..., catastrophic, military action, acts of God, and other conditions beyond the Seller's/Contractor's control shall be borne to the Contractor; Any said repairs are the sole responsibility of the Contractor and furthermore, the Owner's agree to waive any repair and loss costs.

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Owner [Signature] Contr [Signature]

if said Owner's direct the Contractor not to immediately repair or if this contract is canceled or terminated by default. Note: Only the Contractor, its tradesmen and suppliers are allowed into any construction areas without first written approval by the Contractor's; any other person(s), including the Owner's, entering into any construction areas are not permitted and are doing so at their own risk-THIS IS FOR EVERYONE'S SAFETY; The Owner's are responsible for keeping all children, pets, family, friends... away from any construction work covered by this contract, and shall remain in force until the completion, the following insurance coverage:

- (a) Commercial General Business Liability Insurance with limits of not less than \$2,000,000.00.
- (b) Workmen's Compensation and Employer's Liability Insurance.

Note: Owner's shall carry all necessary homeowners building insurance in the minimum amount equal to the current value of the residence plus the added value of the materials and improvement's prior to construction. The Owner's are debt responsible for all labor and materials performed or materials delivered or installed. Owner's to carry all necessary homeowners insurance to protect themselves and products delivered or materials installed as it relates to theft, damage, fire, vandalism, etc.

11. CLOSING and COMPLETION:

- A.) Contractor shall give oral or written notice to Owner's that the residence has been completed and is ready for occupancy. Readiness for occupancy shall be determined by contract completion or issuance of a Final Inspection and/or Certification of Occupancy by the appropriate local municipality, if any such Certificates are issued by local authorities. The time and place thereof will be set by the Owner's or Contractor. By said notice.

12. SPECIFICATIONS and RIDERS

I have read and do understand the above specific tions and this project's building contract in it's entirety. This agreement is subject to the terms and provisions of riders and the building specifications as outlined. As owner, you do personally guarantee payments according to this contract to Bernier, Inc., as well as their individual and selected materials supplier and other tradesmen.

THESE DOCUMENTS HAVE BEEN PREPARED by STEVE TREMBCZYNSKI of SMT ENTERPRISES, L.L.C. FOR YOUR PROTECTION, PLEASE CONSULT WITH YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year below written. The Owner has read and does understand the enclosed "THREE DAY RIGHT OF RECISSION" and "LEAD BASED PAINT DISCLOSURES".

[Signature] 4-19-07
 THE OWNER: DIANE CARTWRIGHT 2735 Glenwood-Dyer Road, Lynwood, IL 60411 DATED

[Signature] 4.19.07
 THE GENERAL CONTRACTOR DATED
 SMT ENTERPRISES, L.L.C.
 STEVE TREMBCZYNSKI
 GENERAL CONTRACTOR