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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



Doc#: 0819849004 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/16/2008 09:42 AM Pg: 1 of 4

Mail Recorded Instrument to:
Daniel J. Kollias
1N141 County Farm Road
Suite 230
Winfield, IL 60190

SUBCONTRACTOR'S NOTICE & CLAIM FOR MECHANIC'S LIEN

To: B&B Contractors, Inc.
d/b/a The Bergman Companies
4300 Edison Ave
Chino, CA 91710
Certified Mail Parcel No. 7006 2760 0000 6971 6135

Evanston Plaza, LLC
220 N. Smith Street
Suite 300
Palatine, IL 60067
Certified Mail Parcel No. 7007 2680 0000 6801 2353

Steve & Barry's Illinois, LLC
d/b/a Steve & Barry's University Sportswear
% National Registered Agents, Inc.
200 W. Adams
Chicago, IL 60606
Certified Mail Parcel No. 7006 2760 0000 6971 6142

Steve & Barry's Illinois, LLC
d/b/a Steve & Barry's University Sportswear
12 Harbor Park Drive
Port Washington, NY 11050
Certified Mail Parcel No. 7006 2760 0000 6971 6159

Steve & Barry's LLC
% National Registered Agents, Inc.
200 W. Adams
Chicago, IL 60606
Certified Mail Parcel No. 7003 3110 0000 7218 1075

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Steve & Barry's LLC
 12 Harbor Park Drive
 Port Washington, NY 11050
 Certified Mail Parcel No. 1003 3110 0000 7218 1082

Joseph Freed & Associates LLC
 220 N. Smith Street
 Suite 300
 Palatine, IL 60067
 Certified Mail Parcel No. 1007 2680 0000 0801 2001

The claimant, Accurate Janitorial Service, Inc. d/b/a Accurate Paint & Drywall ("Claimant"), a Wisconsin corporation of 7104 W. Lloyd Street, Wauwatosa, Wisconsin, hereby files Notice and Claim for lien against B&B Contractors, Inc., d/b/a The Bergman Companies ("Contractor") of 4300 Edison Ave., Chino, California, Evanston Plaza, LLC ("Owner"), an Illinois limited liability company of 220 N. Smith Street, Suite 300, Palatine, Illinois, Steve & Barry's LLC d/b/a Steve & Barry's University Sportswear ("Tenant"), an Illinois limited liability company of 12 Harbor Park Drive, Port Washington, New York, LaSalle Bank ("Mortgagee"), of 135 S. LaSalle Street, Chicago, Illinois, and the following entities (collectively "Interested Parties"): Steve & Barry's LLC, an Delaware limited liability company of 12 Harbor Park Drive, Port Washington, New York; Joseph Freed & Associates, LLC, an Illinois limited liability company of 220 N. Smith Street, Suite 300, Palatine, Illinois

The claimant states:

That on May 20, 2008, the Owner owned the following described land in the County of Cook, State of Illinois, to wit: See Attached, Exhibit A, and Tenant was authorized and knowingly permitted by Owner to contract for the improvement thereof. The Property Index Number for the aforesaid land is 10-24-108-038-0000, and it is commonly known as 1920 Dempster Street, Evanston, Illinois.

That on May 20, 2008, Contractor was the Tenant's contractor for the improvement thereof.

That on or about May 20, 2008, Contractor entered into an oral agreement with the Claimant, which agreement was subsequently memorialized in a written contract dated July 1, 2008, pursuant to which Claimant was to furnish drywall per plans and specifications, along with related materials, apparatus, and labor for the agreed sum of \$15,000.

That on or about May 20, 2008, Contractor entered into another oral agreement with the Claimant, which agreement was subsequently memorialized in a written contract dated July 1, 2008, pursuant to which Claimant was to furnish carpentry per plans and specifications, along with related materials, apparatus, and labor for the agreed sum of \$9,000.

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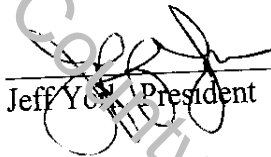
That on or about May 20, 2008, Contractor entered into another oral agreement with the Claimant, which agreement was subsequently memorialized in a written contract dated July 1, 2008, pursuant to which Claimant was to furnish paint per plans and specifications, along with related materials, apparatus, and labor for the agreed sum of \$14,500.00.

That on or about May 20, 2008, Contractor entered into another oral agreement with the Claimant, which agreement was subsequently memorialized in a written contract dated July 1, 2008, pursuant to which Claimant was to furnish acoustic ceiling tile ("ACT") per plans and specifications, along with related materials, apparatus, and labor for the agreed sum of \$2,000.

That on June 16, 2008, the Claimant completed all work required to be done under the four (4) aforesaid contracts.

That said Contractor is entitled to credits on account thereof in the amount of ZERO DOLLARS and NO CENTS (\$0.00), leaving due, unpaid, and owing to the claimant the sum of \$40,500.00, for which, with interest, the Claimant claims a lien against said Contractor and Owner on said land and improvements and on the money or other consideration due or to become due from the Owner under said contract.

Accurate Janitorial Service, Inc.
d/b/a Accurate Paint & Drywall

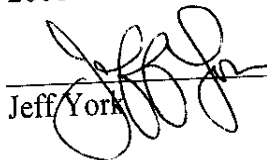


Jeff York, President

STATE OF WI)
) ss.
COUNTY OF Milw.)

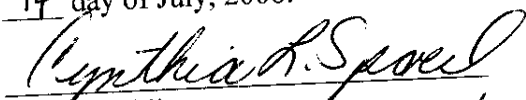
The affiant, Jeff York, being first duly sworn on oath, deposes and says that he is the President of Accurate Janitorial Service, Inc., d/b/a Accurate Paint & Drywall, a Wisconsin corporation, the Claimant, that he has read the foregoing Notice and Claim for Lien and knows the contents thereof, and that all the statements therein contained are true.

SIGNED this 14 day of ~~June~~ ^{July}, 2008

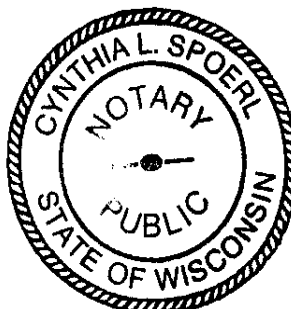


Jeff York

Subscribed and sworn to before me this
14 day of July, 2008.



Notary Public
Cynthia L. Spoerl
Exp- 9-20-2009



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EXHIBIT A

Legal Description:

LOT 1 IN BANBURY THIRD CONSOLIDATION, RECORDED MARCH 27, 1987 AS DOCUMENT 87162463 BEING A CONSOLIDATION OF PART OF LOT 1 IN BANBURY SECOND CONSOLIDATION AND PART OF LOT "A" IN CALHOUN NORTON CONSOLIDATION, BOTH IN THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPTING THEREFROM THAT PART OF BANBURY THIRD CONSOLIDATION, BEING A CONSOLIDATION PLAT RECORDED AS DOCUMENT NUMBER 87162463, LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 8, 9, 10, 11 AND 12 IN BLOCK 2 IN GROVER AND PITNER'S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 12 AT ITS INTERSECTION WITH A LINE DRAWN 45.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS (THE NORTHWESTERLY OF TWO (S) MAIN TRACKS HAVING BEEN REMOVED) OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS SAID CENTERLINE WAS ORIGINALLY LOCATED AND ESTABLISHED; THENCE NORTHEASTERLY PARALLEL WITH SAID ORIGINAL CENTERLINE, A DISTANCE OF 241.64 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 5.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE DRAWN 40.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE AFORESAID ORIGINAL CENTERLINE, A DISTANCE OF 239.38 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 12 AFORESAID; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 5.49 FEET TO THE HEREINBEFORE DESCRIBED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS