

# UNOFFICIAL COPY



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#: 0820656065 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/24/2008 12:53 PM Pg: 1 of 4

## SUBCONTRACTOR'S CLAIM OF LIEN (MECHANICS)

State of Illinois

SS. County of **Cook**

The claimant, **KL Painting**  
hereby files its lien as a subcontractor against the real property described in Exhibit A and against the  
interest of **2619 N. Rockwell LLC**  
(hereinafter Owner) in that real property.

On **5/30/2008** 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: **13 25 412 029 0000**

Commonly known as: **2623 N Rockwell St, Chicago, IL 60647**

Owner of Record: **2619 N. Rockwell LLC**  
**1436 N. Dee**  
**Park Ridge, IL 60068**

On **9/15/2007** claimant made **a written contract** with **Old Town Development, Inc George Simic** the original contractor

(hereinafter Original Contractor) to furnish all labor and materials, equipment and services necessary for,

**Labor and material**

**Painting**

for and in said improvement, and that on **5/30/2008** 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  
and which was completed on **5/30/2008**.

Thursday, July 24, 2008

This Is An Attempt To Collect A Debt

Page 1 of 3

Lien ID: 3307-4271

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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The original subcontract amount was for **\$6,500.00** in addition extra work was done at a cost of **\$0.00**. After allowing for all credits in favor of the owner **\$3,500.00** 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 **\$200.00**, title search fee of **\$85.00**, and certified mailing fees of **\$65.00** for a total due of **\$4,374.26**.

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: 7/24/2008

Signed by:



Print Name/Title: Steve Boucher

President/Contractors Lien Services

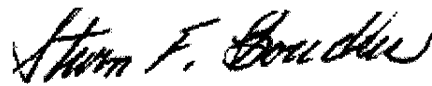
**TAKE NOTICE****THE CLAIM OF KL Painting**

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 STATUE 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 7/24/2008.

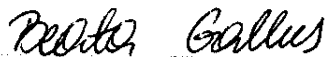
Signed by:



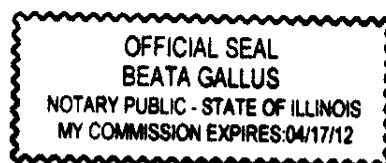
Print Name/Title: Steve Boucher

President/Contractors Lien Services

Subscribed and sworn to before me on this 24 day of July, 2008.



Notary Public



Thursday, July 24, 2008

This Is An Attempt To Collect A Debt

Page 2 of 3

Lien ID: 3307-4271

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.

**UNOFFICIAL COPY****RECORDATION REQUESTED BY:**

Community First Bank -  
Chicago  
Main Office  
7555 N. Western Avenue  
Chicago, IL 60645



Doc#: 0708045088 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/21/2007 11:33 AM Pg: 1 of 14

**WHEN RECORDED MAIL TO:**

Community First Bank -  
Chicago  
Main Office  
7555 N. Western Avenue  
Chicago, IL 60645

① GNT # 07-0137

**FOR RECORDER'S USE ONLY**

**This Mortgage prepared by:**

Dawn Gregory, Assistant Vice President  
Community First Bank - Chicago  
7555 N. Western Avenue  
Chicago, IL 60645

**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 \$1,470,000.00.

**THIS MORTGAGE** dated March 19, 2007, is made and executed between 2619 N. Rockwell, LLC, an Illinois Limited Liability Company, whose address is 1436 N. Des, Park Ridge IL 60068 (referred to below as "Grantor") and Community First Bank - Chicago, whose address is 7555 N. Western Avenue, Chicago, IL 60645 (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:

**THAT PART OF LOTS 25, 26, 27 AND 28 IN BLOCK 18 IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THAT PART OF HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY BOUNDED AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25, THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 25, 26, 27 AND 28 A DISTANCE OF 97.35 FEET TO A POINT, THENCE SOUTHEAST A DISTANCE OF 149.00 FEET TO A POINT IN THE EAST LINE OF SAID LOT 25, A DISTANCE OF 17.54 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 25, A DISTANCE OF 17.54 FEET TO SAID SOUTHEAST CORNER, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 125.82 FEET TO THE POINT OF BEGINNING IN COOK**

1408

**UNOFFICIAL COPY****MORTGAGE  
(Continued)**

Page 2

Loan No: 20123850

**COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 2619-23 N. Rockwell, Chicago, IL 60647. The Real Property tax identification number is 13-25-412-029-0000.

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, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and 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.** Borrower and Grantor agree that Borrower's and 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,