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Doc#: 0821022048 Fee: \$37.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/28/2008 11:05 AM Pg: 1 of 11

CERTIFICATE OF SERVICE  
OF NOTICE OF MECHANIC'S  
LIEN FORECLOSURE

TO: Joseph E. Daudish  
Ashack & Daudish, P.C.  
P.O. Box 526  
Oak Forest, IL 60452

CERTIFICATE OF SERVICE OF NOTICE OF  
MECHANIC'S LIEN FORECLOSURE

I, the undersigned, an attorney with ASHACK & DAUDISH, P.C. state that pursuant to 765 ILCS 77/70, et. seq., on July 23, 2008, I served the Notice of Mechanic's Lien Foreclosure attached hereto as Exhibit "1" upon Mr. Stanley Wojciechowski, Illinois Department of Financial and Professional Regulation, Division Banking, 122 S. Michigan Ave., Suite 1948, Chicago, Illinois 60603, by way of regular U.S. mail with postage fully prepaid in a sealed envelope deposited in the U.S. Postal Service receptacle at 15533 South Cicero Avenue, Oak Forest, Illinois 60452, on or before the hour of 5:00 p.m.

ASHACK & DAUDISH, P.C.

By:

  
JOSEPH E. DAUDISH

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

WILLE BROS. CO.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 2008 CH 23494
	)	
M&M DEVELOPMENT MIDWEST, LLC;	)	
JAMES WINNEROSKI; FIRST NATIONAL	)	
BANK OF GRANT PARK-BEECHER;	)	
VILLAGE OF STEGER; UNKNOWN	)	
OWNERS and NON-RECORD CLAIMANTS,	)	
	)	
Defendants.	)	

## NOTICE OF MECHANIC'S LIEN FORECLOSURE

TO: Mr. Stanley Wojciechowski  
 Illinois Department of Financial and Professional Regulation  
 Division of Banking  
 122 S. Michigan Ave., Suite 1948  
 Chicago, IL 60603

PLEASE TAKE NOTICE that on June 30, 2008 the attached Complaint for Foreclosure of Mechanic's Lien and for Other Relief was filed in connection with the captioned action.


The property that is the subject of this mechanic's lien proceeding is more fully identified in paragraph 4 on page 2 of the Complaint.



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Dated this 23<sup>rd</sup> day of July 2008.

ASHACK & DAUDISH, P.C.

By:   
Attorneys for the Plaintiff,  
WILLE BROS. CO.

Property of Cook County Clerk's Office

Prepared By:  
Joseph E. Daudish  
ASHACK & DAUDISH, P.C.  
P.O. Box 526  
Oak Forest, IL 60452  
(708) 535-8700  
Atty. No. 41624



# UNOFFICIAL COPY

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

FILED - 2

2009 JUN 30 AM 8:36

WILLE BROS. CO.,

Plaintiff,

vs.

CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
CHANCERY DIV. **18CH23494**

No.            - CLERK CH             
DOROTHY BROWN

M&M DEVELOPMENT MIDWEST, LLC; )  
JAMES WINNEROSKI; FIRST NATIONAL )  
BANK OF GRANT PARK-BEECHER; )  
VILLAGE OF STEGER; UNKNOWN )  
OWNERS and NON-RECORD CLAIMANTS, )

Defendants. )

## COMPLAINT FOR FORECLOSURE OF MECHANIC'S LIEN AND FOR OTHER RELIEF

### A. COUNT I (ACTION TO FORECLOSE ON MECHANIC'S LIEN)

Plaintiff, WILLE BROS. CO., an Illinois corporation, by its attorneys, ASHACK & DAUDISH, P.C., complains of the Defendants, M&M DEVELOPMENT MIDWEST, LLC; JAMES WINNEROSKI; FIRST NATIONAL BANK OF GRANT PARK-BEECHER; VILLAGE OF STEGER; UNKNOWN OWNERS and NON-RECORD CLAIMANTS, as follows:

1. The Plaintiff was at all times herein mentioned, and still is, a corporation duly incorporated pursuant to the laws of the State of Illinois.
2. At all times herein mentioned, the Plaintiff maintained its principal place of business at 12600 South Hamlin Court, Alsip, Illinois.



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3. Plaintiff was at all times herein mentioned in the business of selling lumber, drywall, concrete, windows and related building materials.

4. On or about March 20, 2007, SOUTHSIDE DEVELOPERS, LLC was the owner in fee simple of certain real estate located in the Village of Steger, County of Cook, State of Illinois which is legally described as follows:

LOT 9 EXECUTIVE ESTATES SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS.

Common Address: 21186 Jim Johnson Lane, Steger  
f/k/a Lot 9 Executive Estates, Steger

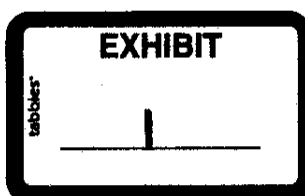
P.I.N. #: 32-34-201-002,0000

5. On or about said date of March 20, 2007, the Defendant, M&M DEVELOPMENT MIDWEST, LLC was the owner's contractor for the improvement thereof.

6. On or about said date of March 20, 2007, the Plaintiff entered into a subcontract with the Defendant, M&M DEVELOPMENT MIDWEST, LLC, whom the owner of the premises described above, authorized or knowingly permitted to enter into the contract and make improvements upon the premises.

7. Pursuant to the terms of said subcontract, Plaintiff agreed to furnish lumber and ready mix concrete for incorporation within and upon the subject premises, and subsequently delivered all such materials.

8. Plaintiff completed all work on its part to be performed under the subcontract on May 3, 2007.



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9. All of the lumber and ready mix concrete and related materials furnished by the Plaintiff were delivered to and accepted for the improvement on the subject premises and constitute permanent and valuable improvements thereto.

10. There is now due the Plaintiff for the materials furnished, after allowing the Defendants all just credits, deductions and set-offs, the total sum of \$34,891.29 as of May 3, 2007, together with interest and finance charges thereon; by reason of nonpayment of said sum, the Plaintiff is entitled to and does claim a mechanic's lien upon the aforesaid premises for the balance due the Plaintiff.

11. On August 13, 2007, the Plaintiff duly recorded a Mechanic's Lien Claim with the Cook County Recorder of Deeds as document number 0722550018. (A copy of the Mechanic's Lien Claim is attached hereto as Exhibit "A".)

12. JAMES WINNEROSKI is a Defendant herein by virtue of his being the current title holder of record.

13. FIRST NATIONAL BANK OF GRANT PARK-BEECHER is a Defendant herein by reason of its possible mortgage interest(s) in the subject property. Any such interest(s) are secondary and inferior to the Plaintiff's mechanic's lien interest.

14. THE VILLAGE OF STEGER is a Defendant herein by virtue of a purported lien for public improvements recorded on March 27, 2008 as document number 0803747037. This lien is secondary, and inferior to the Plaintiff's mechanic's lien interest.

15. That in addition to the persons designed by name herein, there are other persons who may be interested in this action who may have or may claim to have some right, title, interest or lien onto or upon the subject real estate, or some parts thereof, the names of which persons are unknown to the Plaintiff and cannot be ascertained by diligent inquiry, and all such



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persons are therefore made parties defendants to this action by the name and description of "UNKNOWN OWNERS" and "NON-RECORD CLAIMANTS."

WHEREFORE, the Plaintiff, WILLE BROS. CO., prays for the following relief:

- A. That an accounting be taken as to the amount due to the Plaintiff; and that the Defendants be decreed to pay the same to the Plaintiff within a day certain.
- B. That the Plaintiff be decreed to be entitled to a mechanic's lien with respect to the aforescribed premises for the amount found to be due the Plaintiff.
- C. That a receiver be appointed for the aforescribed premises.
- D. That in case of nonpayment of the amount found due to the Plaintiff, the aforescribed premises be sold to satisfy such amount, interest and costs.
- E. That in case such sale, and failure to redeem therefrom pursuant to law, the Defendants and all persons claiming through or under them be forever barred and foreclosed of all right or equity of redemption in the aforescribed premises.
- F. That in case the sale does not produce enough to pay the Plaintiff's claim, the Plaintiff be awarded a money decree against the Defendants.
- G. For such other relief as is equitable and just.

**B. COUNT II (ACTION FOR BREACH OF CONTRACT)**

Plaintiff, WILLE BROS. CO., an Illinois corporation, by its attorneys, ASHACK & DAUDISH, P.C., complains of the Defendant, M&M DEVELOPMENT MIDWEST, LLC, as follows:



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1-15. Plaintiff reincorporates paragraphs 1 through 15 of Count I of the Complaint, as paragraphs 1 through 15 of this Count II of the Complaint, as though fully set forth herein.

16. The Plaintiff has, therefore, suffered damages in the total sum of \$34,891.29 of May 3, 2007, plus contractual interest and/or finance charges thereon from May 3, 2007 at the rate of 1½% per month (annual percentage rate of 18%).

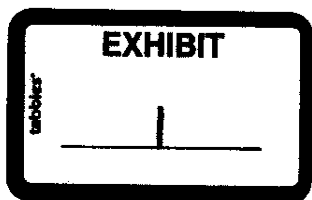
17. (IN THE ALTERNATIVE) The Plaintiff has, therefore, suffered damages in the total sum of \$34,891.29 as of May 3, 2007, plus statutory interest for the vexatious refusal to pay this sum to the Plaintiff.

18. In addition to the principal and interest, the Plaintiff is entitled to recover court costs, attorney's fees and other collection/litigation expenses.

WHEREFORE, the Plaintiff, WILLE BROS. CO., demands judgment against the Defendant, M&M DEVELOPMENT MIDWEST, LLC, in the sum of \$34,891.29 plus all interest and finance charges thereon found due since May 3, 2007, plus court costs and attorneys fees; or for such other amounts as are determined to be equitable and just.

WILLE BROS. CO.


By:         *M Wille*        





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ASHACK & DAUDISH, P.C.

By:   
Attorneys for the WILLE BROS. CO.

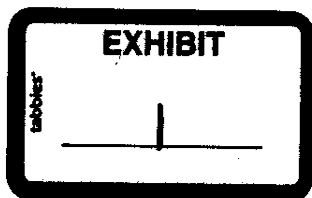
Under penalties as are provided by law pursuant to Section 5/1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that the undersigned verily believes the same to be true.

WILLE BROS. CO.

By: 

This Document Prepared By:  
Joseph E. Daudish  
ELMORE, ASHACK & DAUDISH, P.C.  
P.O. Box 526  
Oak Forest, IL 60452-0526  
708-687-6000 ext. 258  
Firm No. 41624

Wille-Brothers.M&M Development:Complaint:kg





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The following amounts are due on said contract:

Contract	\$34,891.29
Extras/Change Orders	\$0.00
Credits	\$0.00
Payments	\$0.00

Total Balance Due ..... \$34,891.29

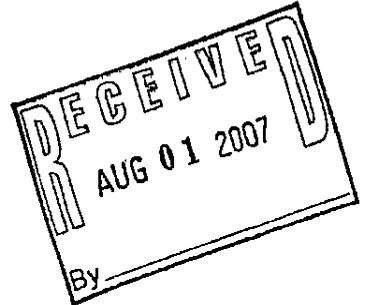
leaving due, unpaid and owing to the claimant after allowing all credits, the sum of **Thirty-Four Thousand Eight Hundred Ninety-One and Twenty Nine Hundredths (\$34,891.29) Dollars**, for which, with interest, the Claimant claims a lien on said land, beneficial interests, if any, and improvements, and on the moneys or other considerations due or to become due from the owner under said contract.

To the extent permitted by law, all waivers of lien heretofore given by claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice.

WILLE BROS. CO.

X BY: Michele Phillips  
Manager

Prepared By:  
WILLE BROS. CO.  
12600 S. Hamlin Court  
Alsip, IL 60658



VERIFICATION

State of Illinois

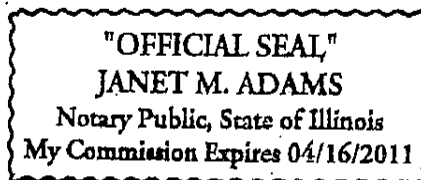
County of Cook

The affiant, Michele Phillips, being first duly sworn, on oath deposes and says that the affiant is Manager of the claimant; that the affiant has read the foregoing claim for lien and knows the contents thereof, and that all the statements therein contained are true.

X Michele Phillips  
Manager

Subscribed and sworn to  
before me this **June 18, 2007**.

X Janet M. Adams  
Notary Public's Signature



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lc/bh //

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