

# UNOFFICIAL COPY

## ORIGINAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN



Doc#: 0828156002 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/07/2008 10:55 AM Pg: 1 of 4

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF COOK        )

The Claimant, GLENBROOK PLUMBING COMPANY, INC., an Illinois Corporation ("Claimant"), with an address of 1901-A Pickwick Ave., Glenview, Illinois 60025, hereby files its original contractor's claims for mechanic's lien on the Real Estate (as hereinafter described) and against the interest of the following entities in the Real Estate (Owner):

Lynn E. Smith as trustee under Trust Agreement dated November 5, 1997 as amended on September 16, 1999 and known as the Lynn E. Smith Self Declaration of Trust, as to an undivided one-half interest; and Laura Ann Smith (now known as Laura Henderson) as trustee under Trust Agreement dated September 16, 1999 and known as the Laura Ann Smith Trust, as to an undivided one-half interest.

and any person claiming an interest in the Real Estate (as hereinafter described) by, through, or under Owner, including but not limited to beneficiary or beneficiaries of Trust Agreement under which Lynn E. Smith is trustee, dated November 5, 1997, as amended on September 16, 1999 and known as the Lynn E. Smith Self Declaration of Trust; beneficiary or beneficiaries of Trust Agreement under which Laura Henderson f/k/a Laura Ann Smith is trustee, dated September 16, 1999 and known as the Laura Ann Smith Trust; Lake Forest Bank & Trust Company; Lynn E. Smith; US Bank, N.A.; Simplegourmet, LLC; Laura Henderson; David Yavitz; Denis J. McKeown and Associates; Thomas J. Dart; Sheriff of Cook County, Illinois; Evanston Cleaners; Unknown Owners and Non-record Claimants.

Claimant states as follows:

1. That on or about January 1, 2008, and subsequently, Owner owned fee simple title to the real estate (including all land and improvements thereon) (Real Estate) in Cook County, Illinois, commonly known as 1459-1463 Elmwood Avenue, Evanston, Illinois, and legally described as follows:

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Lots 13, 14 and 15 in Block 52 of Evanston in the Southwest  $\frac{1}{4}$  of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number (PIN): 11-18-317-004-0000 and 11-18-317-005-0000  
Commonly known as: 1459-1463 Elmwood Avenue, Evanston, Illinois 60201

2. Claimant made a Contract ("Contract") dated June 6, 2008 with Lynn E. Smith, doing business as Smith Commercial Real Estate, One Westminster Place, Lake Forest, Illinois, ("Smith") under which Claimant agreed to provide all necessary labor, material and work to repair collapsed sewer lines, remove spoil and back fill parking lot for the original contract amount of \$13,000. A copy of the Contract is attached hereto as Exhibit "A"

3. The Contract was entered into by Lynn E. Smith doing business as Smith Commercial Real Estate as Owner's agent, and the work was performed with the knowledge and consent of Owner. Alternatively, Owner authorized Lynn E. Smith doing business as Smith Commercial Real Estate to enter into the Contract. Alternatively, Owner knowingly permitted Lynn E. Smith doing business as Smith Commercial Real Estate to enter into the Contract for the improvement of the Real Estate.

4. Claimant completed the work for which Claimant claims a lien on June 11, 2008, which work constituted all activities required of Claimant under the Contract. Such work constitutes a permanent and valuable improvement upon the Real Estate.

5. As of the date hereof, there is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of \$11,000, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$11,000 plus interest.

Dated: October 6, 2008

GLENBROOK PLUMBING COMPANY,  
INC.

By: William C. Mueller  
William C. Mueller, President

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STATE OF ILLINOIS        )  
  )SS  
COUNTY OF ~~COOK~~        )

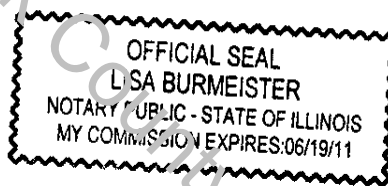
The affiant, William C. Mueller, being first duly sworn, on oath deposes and says that he is the President of Glenbrook Plumbing Company, Inc., the Claimant; and that he has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.

William C. Mueller  
William C. Mueller

Subscribed and sworn to before me this 1<sup>st</sup> day of October, 2008.

Lisa Burmeister  
Notary Public

This document was prepared by John H. Winand, 800 Waukegan Road, Suite 201, Glenview, Illinois 60025.



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## Glenbrook Plumbing Company, Inc.

1901-A Pickwick Avenue  
Glenview, IL 60028-1308  
(847) 724-2344 Fax (847) 724-5622

<u>Proposal</u> 12001-102	<u>Date</u> 5/20/2008	<u>Due Date</u>	<u>Summary</u> ESTIMATE	<u>Tech:</u> ED	<u>P.O.#</u>
Smith Commerical Real Estate One Westminster Place Lake Forest, IL 60045				<u>Job Name:</u> Building 1459 Elmwood Evanston, IL 60201	

(847)295-2800 HOME (847)286-4240 FAX

**We Hereby Submit Specifications And Estimates For:**

Glenbrook Plumbing proposes the following: Repair sewer that has collapsed under parking lot. Bid includes: Saw cut of parking lot surface, excavation to sewer line, removal and replacement of about 10ft of sewer line, removal of spoil as necessary (most spoil will be reused as backfill) trench back fill (car topping for traffic to go over)

Bid does not include permits and fees, mechanical compaction, excessive dewatering, underground obstruction removal, restoration of any kind, hauling of contaminated spoils, jetting or cleaning of sewer after repair, any work on existing sand and oil pit including removal of downspouts

Alternative: add for asphalt patching \$2000

4 Payments of \$3,250.00 due by 30th of each month, with 1st payment due 6/30/08.  
If credit card is used 2.25 % will be added to payment. You need to go to City to fill out the permit and pay fees.  
If you can get this done sewer contractor can do job 6/1/08

Payment for alternate asphalt patching \$500.00 additional per payment.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$13,000.00**

Payment to be made as follows:  
as listed above

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

Authorized Signature William C. Smith Acceptance Signature LYNNE SMITH Date 06/06/08