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Doc#: 0835931002 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/24/2008 09:42 AM Pg: 1 of 6

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[If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]

Claim of Lien

Date of this Document: Dec 19, 2008

Reference Number of Any Related Documents: _____

Lienholder:

Name: Wieslaw Kozynak
Street Address: 9204 N. Ashland Ave
City/State/Zip: Niles IL 60714

Property Owner:

Name: Elyka Skozypczyk
Street Address: 10001 Potter Rd
City/State/Zip: Des Plaines IL

Abbreviated Legal Description (i.e., lot, block, plat, or section, township, range, quarter/quarter or unit, building and condo name): _____

SEE ATTACHMENT

Assessor's Property Tax Parcel/Account Number(s): _____

State of: IL
County of: Cook

Before me, the undersigned Notary Public, personally appeared _____
(Lienor) who duly sworn says that he/she is (the Lienor herein) (the agent of the Lienor herein) whose address is _____ and that in
accordance with a contract with _____ (Debtor) lienor
furnished labor, services or materials consisting of (describe specially fabricated materials separately): _____

[Handwritten signature]

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on the following described real property in COOK County, State of IL
(Describe real property sufficiently for identification, including street and number):

owned by Eryka Skrzypczyk of a total value of One hundred thirty four thousand Dollars (\$ 130,000) of which there remains unpaid _____ Dollars (\$ _____), and furnished the first of the items on _____, 20____, and the last of the items on _____, 20____, and (if the lien is claimed by one not in privity with the Owner) that the lienor served his or her notice to Owner on _____, 20____, by _____ (method of service).

And, (if required) that the lienor served copies of the notice on the contract on May 15, 2006, 2006, by Wieslaw Kapsniak (method of service), and on the subcontractor on May 15, 2006, by Wieslaw Kapsniak (method of service) and (if known) on the lender, on May 15, 2006, 2006, by face to face (method of service).

Signed this 19th day of Dec., 2008.

Lienor: Wieslaw Kapsniak Date 12-19-08.

By (officer or Agent): _____

State of: IL

County of: COOK

On December 19, 2008, before me, _____ appeared WIESLAW KAPUSNIAC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Monika Talar
Signature of Notary



Affiant _____ Known _____ Produced ID _____
Type of ID DL
(Seal)

UNOFFICIAL COPY**David D. Orr****Clerk of Cook County****COUNTY OF COOK MAP DEPARTMENT**Date: 12-10-2008**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:
09 - 10 - 104 - 056 - 0000 BEARS THE FOLLOWING LEGAL DESCRIPTION:**

LOT 16 (EXCEPT THE EAST 150 FEET) IN CENTRAL ROAD ACRES FIRST ADDITION, BEING A
SUBDIVISION OF THE WEST 14.3 ACRES (EXCEPT THE WEST 33 FEET THEREOF HERETOFORE DEDICATED
AS PUBLIC ROAD) OF THE EAST HALF OF THE NORTHEAST NORTHWEST FRACTIONAL QUARTER OF
SECTION 10 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.



Fee: \$5.00

A handwritten signature in cursive script, reading "Donald J. Jazowski".

Supervisor of Maps and Plats

Property of Cook County Clerk's Office

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Contractor Agreement

THIS AGREEMENT made the 15th day of MAY, 20 06, by and between X Wiesław Kapisiniak, hereinafter called the Contractor and X Eryka Skarupczyk, hereinafter called the Owner.

WITNESSETH that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at 10001 Potters
Desplains, IL

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before 15th May 20 06, and shall be substantially completed on or before Oct 15, 20 06. Time is of the essence. The following constitutes substantial completion of work pursuant to this proposal and contract: (Specify) Just the entire inside of house and provide new plumbing sewer system per city new electric new toilets tubs sinks walls floors new towel new kitchen bathroom new bedrooms new doors new windows new garage new driveway new roof removing trees new water system water tanks Wiesław Kapisiniak will pay for material & labor in return house is to be sold & expense labor paid back in full to Wiesław Kapisiniak & the remain split evenly between Wiesław Kapisiniak & Eryka Skarupczyk.

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of One hundred thirty thousand Dollars Dollars (\$ 130,000), subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following: (Specify) Sell property & pay Wiesław Kapisiniak for material & labor invested & split the remaining money equally. In the event of a lost of property or to run on selling the property Wiesław Kapisiniak will take all legal action in pursuing his money this includes renting the property, quit claiming to someone else, foreclosures, etc.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this Contract.

If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of 90 days from the due date of the payment shall be deemed a material breach of this Contract.

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In addition, the following general provisions apply:

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the Contract.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
12. Contractor warrants all work for a period of 12 months following completion.

Article 6. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Evika and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible for.

Article 7. Insurance

The Contractor represents that it has purchased and agrees that it will keep in force for the duration of the performance of the work or for such longer term as may be required by this agreement, in a company or companies lawfully authorized to do business in the State of IL, such insurance as will protect owner from claims for loss or injury, which might arise out of or result from the Contractor's operations under this project, whether such operations be by the Contractor or by a subcontractor or its subcontractors.

The Contractor represents and agrees that said insurance is written for and shall be maintained in an amount not less than the limits of the liability specified below or required by law, whichever coverage is greater. The Contractor certifies that coverage written on a "claims made" form will be maintained without interruption from the commencement of work until the expiration of all applicable statutes of limitation.

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- 1) Workers' Compensation: _____ Dollars (\$ _____)
- 2) Comprehensive General Liability with limits of not less than _____ Dollars (\$ _____) per occurrence.
- 3) Comprehensive Automobile Liability (owned, nonowned, hired) of _____ Dollars (\$ _____) each accident.

Prior to commencement of work, the Contractor shall file with the appropriate authorities all Certificates of Insurance naming the owner/person hiring the contractor as additional insured, in duplicate, and acceptable to all parties, which shall contain a provision that coverage under the policies shall not be canceled or allowed to expire or permit material changes until at least _____ days written notice has been given to additional insured.

Article 8. Additional Terms

Name and Registration No. of any Salesperson who solicited or negotiated this contract: _____

Signed this _____ day of _____, 20____.

Signed in the presence of:

Witness: _____

Witness: _____

Name of Owner: * Emylia Skrypczyk

Signature of Owner or Owner's Agent: Emylia Skrypczyk

Name of Contractor: * Wieslaw Kapiniak

Signature of Contractor or Contractor's Agent: Wieslaw Kapiniak

Street Address: 9200 N Asland Ave

City/State/Zip: Niles IL 60711

Telephone No.: 773(415-3614)

Contractor's State License No.: 055-027999