

UNOFFICIAL COPY



Doc#: 0902834039 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2009 11:10 AM Pg: 1 of 6

SUBCONTRACTOR'S MECHANICS LIEN CLAIM
STATE OF ILLINOIS)) SS COUNTY OF Cook

(above space for recorder's use)

WHEREFORE, the Property Owner (identified below), owned the Subject Property (identified below) on the Date of Contract: 10/09/2008;

WHEREFORE, on or about the Date of Contract, the Lien Claimant (identified below) made a contract in which the Lien Claimant undertook to make the following Improvements to the Subject Property:

Fire Alarm Installation to meet fire code per
Schaumburg Fire Prevention Department.

Nature of agreement (check one): Verbal Written;

WHEREFORE, the Lien Claimant's agreement was with:

Name: IK Apartments, LLC.

Contact Person: Raza Haq

Street Address: 1010 Knollwood Drive

City, State, ZIP: Schaumburg, IL 60194

who, on information and belief, was acting with authority of the Property Owner to make subcontracts for the improvement of the Subject Property;

This document comes with detailed instructions attached.
Instructions, information about mechanics liens and updated
mechanics lien forms are available for free on the Web at
<http://www.lienmechanics.com>
Copyright October, 2007, Thomas J. Westgard
SUBCONTRACTOR'S MECHANICS LIEN - Page 1 of 3

JBACCOM 10/1 DEC

UNOFFICIAL COPY

WHEREFORE, the Lien Claimant last performed work to the Subject Property on the Date of Last Substantial Work, which was: 10/30/2008;

WHEREFORE, the Lien Claimant: (select one)

- Fully performed its obligations under the contract
 Was excused from full performance for the following reason(s):

WHEREFORE, the contractor that hired Lien Claimant:

Agreed in the initial contract to pay: \$ 77,168.00

Requested additional work amounting to: \$ 3,500.00

TOTAL CHARGES: \$ 80,668.00

Is entitled to credits for payment amounting to: \$ 36,000.00

Is entitled to additional credits amounting to: \$ 0

TOTAL CREDITS: \$ 36,000.00

Leaving due, unpaid, and owing to the Lien Claimant:

LIEN CLAIM: \$ 44,668.00

NOW THEREFORE, The Lien Claimant hereby files notice and claim for lien against the Subject Property and the improvements thereupon, further against the monies due or to become due from the Property Owner as a consequence of the Improvements, and upon the materials provided, against the interests of the Property Owner, the Original Contractor, and any Other Interest Holders (identified below).

The "Subject Property" is the following:

Street Address: 1010 Knollwood Drive

City, State, ZIP: Schaumburg, IL 60194

PIN: 07-18-200-005-0000

The legal description should be attached to this Lien as Exhibit A.

This document comes with detailed instructions attached. Instructions, information about mechanics liens and updated mechanics lien forms are available for free on the Web at <http://www.lienmechanics.com>
 Copyright October 2007, Thomas J. Westgard
 SUBCONTRACTOR'S MECHANICS LIEN - Page 2 of 3

UNOFFICIAL COPY

The "Lien Claimant" is the following:

Name: S&S Systems, LLC.
 Contact Person: Bruce Engel & Jake Erwin
 Street Address: 603A Country Club Drive
 City, State, ZIP: Bensenville, IL 60106

The "Property Owner" is the following:

Name: IK Apartments, LLC. D/B/A Grand Vista Apartments
 Contact Person: Raza Haq
 Street Address: 1010 Knollwood Drive
 City, State, ZIP: Schaumburg, IL 60194

The "Other Interest Holders" are the following:

See Exhibit B

and the spouse of any individual named herein, and all ur known and non-record claimants.

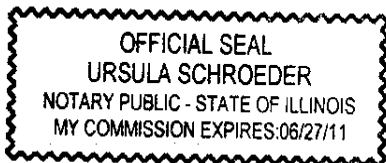
State of Illinois)
 County of DU) ss
PACE

The undersigned Affiant, first being duly sworn upon oath deposes and says that (s)he has authority to sign on behalf of the Lien Claimant; that (s)he has read the foregoing Claim for Lien, that (s)he knows the contents thereof, and that all the statements therein contained are true.

Date: 1/26/09 Signed: Bruce D Engel
 Name of Person Signing: Bruce D Engel
 Title with Company: President
 Name of Company (if different): _____

Subscribed and sworn to before me this date: 1/26/09
Ursula Schroeder
 Notary Public

MAIL TO / PREPARED BY: _____



This document comes with detailed instructions attached. Instructions, information about mechanics liens and updated mechanics lien forms are available for free on the Web at <http://www.lienmechanics.com>
 Copyright October 2007, Thomas J. Westgard
 SUBCONTRACTOR'S MECHANICS LIEN - Page 3 of 3

UNOFFICIAL COPY

**S&S SYSTEMS, LLC
MECHANIC'S LIEN FILING AGAINST IK APARTMENTS, LLC D/B/A GRAND
VISTA APARTMENTS
EXHIBIT A – LEGAL DESCRIPTION**

LEGAL DESCRIPTION FOR 1010 KNOLLWOOD DRIVE, SCHAUMBURG, IL
60194:

LOTS 1, 2, AND 3 IN SHEFFIELD VILLAGE APARTMENTS UNIT NO. 1 BEING A
SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 41
NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED JUNE 11, 1970 AS DOCUMENT NO.
21181551 AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES
OF COOK COUNTY, ILLINOIS ON NOVEMBER 18, 1970 AS DOCUMENT NO.
LR2531350 IN COOK COUNTY, ILLINOIS.

FATIC has made an accommodation
recording of the instrument.
First American Title Insurance Company

UNOFFICIAL COPY

S&S SYSTEMS, LLC

EXHIBIT B - OTHER INTEREST HOLDERS

LIEN FILING

#	Date	Grantor - Lien Holder	Grantee	Amount	Type
1	11/7/2008	Stopka, Franciszek DBA, Uptown Exteriors, Inc.	IK Apartments, LLC	83,752.00	Mechanics Lien Claim
2	11/6/2008	Wieczorkiewicz, Sebastian, Uptown Exteriors, Inc.	"Raza", Schaumburg Villas	85,800.00	Mechanics Lien Claim
3	10/20/2008	MAS Supply Inc.	IK Apartments, Wells Fargo Bank N.A.	5,019.19	Mechanics Lien Claim
4	9/4/2008	Wilmar Industries	IK Apartments, Column Financial	16,685.76	Mechanics Lien Claim
5	3/5/2008	Column Financial	IK Apartments, Wells Fargo Bank N.A. Trustee for	N/A	Assignment
6	3/5/2008	Column Financial	Wells Fargo Bank N.A. Trustee for the RE,	N/A	Assignment
7	3/5/2008	Column Financial	Wells Fargo Bank N.A. Trustee for the RE,	N/A	Assignment
8	4/1/2007	IK Apartments LLC	Column Financial	20,565,000.00	Agreement
9	4/1/2007	IK Apartments LLC	Column Financial		Mortgage
10	4/1/2007	IK Apartments LLC	Column Financial		Financing Statement
11	4/1/2007	IK Apartments LLC	Column Financial		
12	10/2/2006	Schaumburg Village LLC	Metropolitan Bank and Trust Company	N/A	
13	10/2/2006	Schaumburg Village LLC	Metropolitan Bank and Trust Company	24,000,000.00	Mortgage

Property of Cook County Clerk's Office



UNOFFICIAL COPY

ALARM SERVICES AGREEMENT

EXHIBIT

C

608A Country Club Dr. • Downersville, IL 60108
 Ph: 630-416-4880 • Fax: 630-616-4884

This Agreement made as of this 9th day of October, 2008 by and between S&S Systems (herein "Company") and Grand Vista Apartments (herein "Subscriber").

1. Subscriber agrees to purchase and the Company agrees to provide monitoring, repair, inspection and/or services, and/or to sell, install or to cause to be installed the security system (hereinafter sometimes referred to as the "System") described in the Recurring Services to be Provided and/or Schedule of Equipment Sections set forth below (or in a separately attached Schedule of Equipment) at the premises of Subscriber located at:
1010 Knollwood Drive / Schaumburg, IL 60194 (herein the "Premises").

TYPE OF TRANSACTION	
<input checked="" type="checkbox"/> DIRECT SALE	<input type="checkbox"/> RECURRING SERVICE
TYPE OF SYSTEM	
(Check Boxes That Apply)	
<input type="checkbox"/> COMPANY OWNED	<input type="checkbox"/> CCTV
<input checked="" type="checkbox"/> SUBSCRIBER OWNED	<input type="checkbox"/> OTHER
<input type="checkbox"/> BURGLAR ALARM	<input checked="" type="checkbox"/> FIRE ALARM
	<input type="checkbox"/> ACCESS CONTROL SYSTEM
RECURRING SERVICES TO BE PROVIDED	
(Check Boxes That Apply)	
<input type="checkbox"/> CENTRAL STATION MONITORING	<input type="checkbox"/> DIRECT CONNECT TO:
<input type="checkbox"/> OPENINGS/CLOSINGS	<input type="checkbox"/> LOCAL SYSTEM
<input type="checkbox"/> REPAIR	
<input type="checkbox"/> FIRE ALARM INSPECTION	(Frequency)
QUANTITY	DESCRIPTION
SCHEDULE OF EQUIPMENT	
Change Order to Contract Dated September 24, 2008	
25	Outdoor Clear Lens Strobe
350	Wire Mold
729	Wire Mold Strapping
350	Connection Cover
350	Wire Mold Elbow
11	Cad drawings / Submittals
11	Misc. Materials
25	Horn/Strobe Multiple Candella
25	Conventional Pull Station
11	1 1/2 PFLP Wire
80	Heat Detectors
25	2 Wire P/E Smoke Detector
04	4 Zone Panel

2. It is understood and agreed by and between the parties hereto that the Company is not an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by the Subscriber. Charges are based solely upon the value of the System and/or the services provided and are apportioned to the value of the Subscriber's property or the property of others located in Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant the Company assuming any risk of consequential, collateral, incidental or other damages to the Subscriber due to the System, its installation or the use thereof, or any deficiency, defect or inadequacy of the System or services or due to the Company's negligence or failure to perform, except as specifically provided for in this Agreement. Subscriber does not desire this Agreement to provide for the liability of Company and Subscriber agrees that the Company shall not be liable for loss or damage due directly or indirectly in any occurrence or consequences therefrom, which the System or service is designed to detect or avert. From the nature of the System provided hereunder or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the active or passive negligence of, or a failure on the part of, Company or from any of its obligations hereunder, or the failure of the System to properly operate. If the Company should be found liable for loss or damage due in a failure on the part of the Company or the System or services, in any respect, such liability shall be limited, solely with regard to any RECURRING SERVICE transaction, to an amount equal to fifty percent of one year's recurring service charge on the amount of \$1000, whichever is less, or, solely with respect to a DIRECT SALE transaction, to an amount equal to the purchase price of the equipment with respect to which the claim is made, and regardless of the type of transaction, such liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement or from the active or passive negligence of the Company, its agent or employees. In the event that Subscriber desires the Company to assume greater liability under this Agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount in proportion to the amount of liability the Company will assume. If this option is chosen, an additional rider shall be attached to this Agreement setting forth the additional liability of the Company and the additional charge.

3. If this Agreement is a RECURRING SERVICE transaction, then this Agreement shall begin on the later of the date of completion of installation or the date of commencement of Recurring Services, and shall continue for a period of five years after the first day of the month next following said date. This Agreement shall renew automatically for successive periods of one year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the last day of the then existing term.

4. Subscriber agrees to pay the Company the sale and/or installation charges indicated below by paying an amount equal to the deposit indicated below at the time of signing this Agreement and by paying the amount of the BALANCE DUE upon completion of the installation. Further, the Subscriber agrees to pay to Company the total of the TOTAL QUARTERLY RECURRING SERVICE CHARGE indicated below quarterly in advance during the term of this Agreement and any automatic renewal thereof. IN ADDITION, IN THE EVENT OF TERMINATION BY THE SUBSCRIBER PRIOR TO THE END OF THE TERM OF THE AGREEMENT, THE AGREED UPON DAMAGE PAYMENTS SET FORTH IN SECTION 7 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

SALE AND/OR INSTALLATION CHARGES	RECURRING SERVICE CHARGE	MONTHLY RECURRING PAYMENTS
Sale and/or Installation Charge: \$ <u>77,168.00</u>	Company Recurring Charges: \$ _____	
Use or Sales Tax (if applicable): \$ _____	Tel. Co. Recurring Charge: \$ _____	
Tel. Co. Installation Charge: \$ _____	Use or Sales Tax (if applicable): \$ _____	
Total: \$ <u>77,168.00</u>	TOTAL MONTHLY RECURRING SERVICE CHARGE PAYABLE QUARTERLY \$ _____	
DEPOSIT RECEIVED: \$ _____		
BALANCE DUE: \$ <u>77,168.00</u>		

THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN, AND, BY REFERENCE, MADE A PART HEREOF. SUBSCRIBER ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT AND HAVING READ AND UNDERSTOOD ALL OF SUCH TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SECTIONS 2, 5, 6, 7, 11, AND 13, WHICH LIMIT THE WARRANTIES, LIABILITIES AND OBLIGATIONS OF THE COMPANY.

S&S SYSTEMS

By Bruce Engel Security Representative

Approved Bruce Engel Authorized Representative

Grand Vista Apartments

By [Signature] Subscriber

RAZA HAD Print Name and Title

10/9/08 Date

THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER ANY AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON SIGNING THIS AGREEMENT.