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No. 367 REC
February 1996



Doc#: 0903004096 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/30/2009 01:14 PM Pg: 1 of 12

ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

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STATE OF ILLINOIS

COUNTY OF Cook

} SS.

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The claimant, Megart Builders & Developers, Inc.

of 811 Glenwood Ave., Northbrook, County of Cook, State of Illinois,

hereby files a claim for lien against MASBK, LLC (hereinafter referred to as "Owner"), of

Cook County, Illinois and states:

That on September 19, 19 2007, the owner owned the following described land in the County of Cook, State of Illinois, to wit:

see legal description attached as Exhibit "A"

Permanent Real Estate Index Number(s): 04-17-107-016-0000

Address(es) of premises: 1816 Central Avenue, Northbrook, Illinois

That on September 19, ~~19~~ 2007, the claimant made a contract with said owner

(1) _____

(2) to construct a home on the Property Owners lot.

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for the building (3) to be _____ erected on said land for the sum of \$ 650,000.00 ,
and on as of October 7 , 19 2008 , completed thereunder (4) work to the
value of \$587,000.00

~~That at the special instance and request of said owner the claimant furnished extra and additional materials at and extra and
additional labor on said premises of the value of \$ _____ and completed same on
_____, 19 _____ (5)~~

That said owner is entitled to credits on account thereof as follows, to-wit: \$529,700.00

leaving due, unpaid and owing to the claimant, after allowing all credits, the balance of \$57,300.00 Dollars
for which, with interest, the claimant claims a lien on said land and improvements.

Megart Builders & Developers, Inc.

(Name of sole ownership, corporation, or partnership)

By Anteo Chikiska

This document was prepared by Andrew L. Platt, Kluever & Platt, LLC
(Name and Address)

Mail to: Andrew L. Platt 65 E. Wacker Pl., Suite 2300
(Name and Address)

Chciago Illinois 60601
(City) (State) (Zip Code)

Or Recorder's Office Box No. _____

- (1) If contract made with another than the owner, delete "said owner," name such person and add "authorized or knowingly permitted by said owner to make said contract."
- (2) State what was to be done.
- (3) "being" or "to be," as the case may be.
- (4) "All required to be done by said contract"; or "work to the value of,"; or, "delivery of materials to the value of \$ _____," etc.
- (5) If extras fill out, if no extras strike out.

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State of Illinois, County of Cook } SS.

The affiant, Artur Chilinski

being first duly sworn, on oath deposes and says that he is President of Megart Builders & Developers, Inc.

the claimant; that he has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.

Artur Chilinski

Subscribed and sworn to before me this 27th day of January in 2009.

[Signature]
Notary Public



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EXHIBIT A

LOT 11, IN BLOCK 6, IN NORTHBROOK WEST, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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CONSTRUCTION CONTRACT

CONTRACTOR: MEGART BUILDERS & DEVELOPERS

Notices to: c/o Joel Alpert, Esq.
1110 Lake Cook Road, Suite 353
Buffalo Grove, Il 60089
Telephone (847) 541-3535
Fax (847) 541-3576

PROPERTY OWNER(S): MASBR.LLC

Address: 1816 Central, Northbrook (Proposed house)
3140 Whisper Woods Ct. Northbrook IL 60062
Home Phone: (847) 564-4462
Work phone: (847) 509-8888, (847) 828-0972
Fax: (847) 564-4460 AC

CONSTRUCTION PERFORMED AT: Demolition Included
1816 Central, Northbrook
4000sq ft Single Family Home With Attached Garage
\$160.00 Per Sq Feet Plus \$10,000.00 For Basement

AGREEMENTS: Property Owner agrees to engage Contractor to construct a home on Property Owner's lot and Contractor agrees to construct a home on the Property Owner's lot pursuant to the following terms and conditions:

- 1. Construction Price: The Construction Price will not exceed \$350,000.00 Dollars. The Contractor's fee of ~~Sixty~~ ^{Seventy} Thousand (\$70,000.00) Dollars shall be paid in the manner following:
A. Ten Thousand (\$10,000.00) Dollars upon execution of contract.
B. Twenty ~~Thousand~~ ^{Five} Thousand (\$25,000.00) upon pouring foundation.
C. Twenty Five (25,000.00) Dollars after roof is completed.
D. Ten Thousand (10,000.00) Dollars upon delivery of a temporary occupancy permit, delivery of final lien waivers for materials and labor and after final walkthrough and completion of any punchlist items.

This contract is contingent upon the Property Owner securing a construction loan or other financing which will allow the Contractor to make multiple draws upon

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presentation of a Contractor's Sworn List and appropriate lien waivers in a form acceptable to the construction escrow holder.

If the Property Owners fail to qualify for a construction loan, the Contractor will return the initial Ten Thousand (\$10,000) Dollar payment less any fees expended by the Contractor on behalf of the Property Owners.

Payments B, C, & D will be provided through said draws.

If Property Owner fails to pay the specified sum required within thirty (30) days following of request for draw and approval from escrow holder, Property Owner shall pay interest the specified amount at a rate of 10% per annum for the number of days that the monies remain unpaid. Any fractional days that the money remains unpaid shall be counted as a full day. Nothing herein is intended to or shall operate as limitation upon Contractor's ability to terminate this Agreement by reason of Property Owner's default in the payment of monies after due notice and applicable cure period. The balance of the Contractor's fees shall be paid in full at delivery of occupancy permits and final lien waivers and as part of the final draw.

The estimated Construction Price of not to exceed

Dollars does not include loan charges, loan commission or title expense and the Property Owner agrees to pay all expenses of obtaining a loan, architects fees, and title charges and credit reports in addition to Construction Price.

All Riders, specs and plans attached hereto or attached hereto subsequent to the execution of this Agreement shall constitute a part of this Agreement, if dated and executed by the parties, as if fully set forth herein.

Dated this 19 day of September, 2007

Contractor:

Artur Chikinski

Property Owner:

MASBR, LLC

Shelley Beets

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1. **EVIDENCE OF TITLE:** (a) Property Owner shall cause to be delivered to Contractor a title commitment indicating that Property Owner is the lawful owner of said lot located at *1816 Central, Northbrook* prior to the beginning of construction. (b) Upon completion Contractor shall provide to Property Owner a temporary or other form of occupancy permits issued by the appropriate governmental authorities and all final lien waivers for materials and labor associated with the construction.

2. **IMPLIED WARRANTY OF HABITABILITY:** Illinois provides that every contract for the construction of a new home, as here, carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. This Law further provides that this Implied Warranty does not have to be in writing to be part of the contract and it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the Property Owner. However, the law also provides that a Contractor-Builder and Property Owner may agree in writing, as here, that this Implied Warranty is not included as part of their particular contract.

(a) **Warranty-Disclaimer:** The Contractor-Builder hereby disclaims and the Property Owner hereby waives the Implied Warranty of Habitability described in Paragraph 2 above and they acknowledge, understand and agree that it is not part of the contract.

(b) **Express Warranties:** Included in the Contract are Express Written Warranties which are contained in the attached Certificate of Limited Warranty, the agreement to which this Waiver is attached as Exhibit B and made a part. Contractor-Builder agrees to comply with the provisions of the Certificate of Limited Warranty accepts the Warranties as a substitute for the Implied Warranty of Habitability described in Paragraph 2 above.

(c) **Effect and Consequences of This Waiver Disclaimer:** Property Owner acknowledges and understands that if a dispute arises with Contractor-Builder and the dispute results in a lawsuit, Property Owner will not be able to rely on the Implied Warranty of Habitability described in Paragraph 2 above as a basis for suing the Contractor or as the basis of a defense if Contractor sues the Property Owner. Property Owner may, however, rely on the Express Written Warranties referred to in the previous paragraph.

3. **CONSTRUCTION:** Contractor shall demolish present home and construct on said lot a residential unit designated as the Dec Home substantially in accordance with the architectural plans, specifications and allowances for said Residence, which are attached as a part hereof and specifically incorporated into this Contract. Property Owner has examined, approved and is familiar with the plans and procedure schedule. If a specified item of material or equipment shall be or become unavailable, and if the Contractor deems that such unavailability will cause undue delay in the construction schedule, Contractor shall have the right to substitute material or equipment of comparable quality after notice to Property Owner and approval by Property Owner.

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Contractor agrees to substantially complete the construction of said unit for Property Owner in a neat and workmanlike manner on or before 6 months from issuance of final building permit or satisfaction of the mortgage contingency set forth herein, whichever date is later. Contractor shall not be responsible for delay in construction due in inclement weather, Acts of God, fire, strikes, wars, riots, governmental regulation or restriction, material and labor shortages, damage by the elements or other cause or casualty beyond the reasonable control of Contractor or for delays in the commencement or completion of public improvements, including, but not limited to, roads, streets, site work and on or offsite utilities through no fault of Contractor, but such delay shall be no longer than 90 days. All Blueprints, license inspection and permit fees shall be included in the Construction Price.

4. SUPERVISION AND CONSTRUCTION PROCEDURES: The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction's means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner and Architect that such means, methods, techniques, sequences or procedures may not be safe.

5. CLEANING UP: The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

6. CLOSING/FINAL DRAW: Except as detailed in ¶ 5 below, the Residence shall be deemed completed for closing purposes in accordance with said plans and specifications upon issuance by the controlling governmental authority of a temporary certificate of occupancy or certificate of occupancy permit, or other customary permission to occupy, which shall be conclusive evidence of such completion.

7. WALK THROUGH/PUNCH LIST: Prior to the final draw being disbursed to the Contractor, Property Owner shall have the right to inspect the residence to ensure that the residence meets with the Property Owner's approval, said approval shall not be unreasonably withheld. In the event the Property Owner has entered into a contract to sell the residence to a third party (Buyer), said third party shall be entitled to be present at the walk through final inspection. The parties hereto shall prepare a list of items to be corrected by Contractor ("punchlist") which punchlist items are to be completed by Contractor within 15 days after payment of the final draw to Contractor. If the value of the punchlist items exceeds \$2,500.00, as determined by the Property Owner and Contractor, the amount of the punchlist items shall be withheld from the final draw until said punchlist items are completed to the reasonable satisfaction of the Property Owner.

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8. **POSSESSION:** Contractor shall have sole control of the construction site until completion of the Residence and payment of all monies due Contractor subject to Property Owner's right to have access to the property. If Property Owner shall enter the construction site prior to completion it is understood that he does so at his own risk without Contractor's consent, and Property Owner hereby releases Contractor and agrees to indemnify and hold Contractor harmless from any and all claims for injury or damage to Property Owner's person or property and to the person or property of any agent or employee of Property Owner or of any person(s) accompanying Property Owner. Any delay in completion which arises due to entry of the Residence by Property Owner, whether or not with the permission of Contractor, shall not be the responsibility of Property Owner.

9. **LIMITED WARRANTY:** Contractor will deliver to Buyer New Home Warranty and Service Policy which warranties building against defective workmanship and material as distinguished from natural wear and tear for a period of twelve (12) months from date of possession. This is a limited warranty for one year as outlined in the New Home Warranty and Service Policy. Said warranty may be assigned to a party in possession of the subject property. Appliances, equipment and fixtures such as oven, range, dishwasher, disposer, etc. which are consumer products are not covered and are expressly excluded from this warranty. Said appliances, fixtures and equipment are covered by manufacturer's specific warranty which we hereby assign and agree to deliver to Property Owner at closing. Also, kitchen cabinets and vanities carry only subContractor or supplier warranty. In the event that there shall arise a dispute under the terms of this contract between Contractor and Property Owner or its successor, as the case may be, as to whether the house is being built according to plan and specification, said dispute shall be settled by arbitration. The Contractor shall pick an architect, and the Property Owner or its successor, as the case may be, shall pick an architect and each of the two architects shall pick a third architect who shall act as the sole arbitrator in deciding the matter in dispute. The party at fault shall pay fees of the arbitrator.

Immediately following the contract, the Property Owner or its successor, as the case may be, must complete all selections other than interior paint and stain within twenty-one (21) days from the date of the contract. Interior paint and stain selections must be chosen within forty-five (45) days from the date of contract. If Property Owner does not make the selection as per above schedule, the Contractor reserves the right to make selections.

All changes and selections are final. All changes affecting the foundation and carpentry must be made on or prior to the date of contract. All other changes must be made within twenty-one (21) days from the date of the contract. No construction changes are allowed after this twenty-one (21) day period. If Contractor allows any changes after this twenty-one (21) day period any change orders or additions to the contract shall be paid for at the rate of 50.00% of the cost of said change order or additions at the time of acceptance of the change order and the remaining 50.00% at the time of the final draw. Said change order payments are non-refundable except in the event of a default by Contractor.

10. **DEFAULT:** If Property Owner shall default in any payment or other obligation hereunder, Contractor may terminate this Agreement by written notice thereof

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to Property Owner specifying such default. Unless Property Owner shall have cured such default, the termination shall become effective thirty (30) days after the giving of such notice in the manner set forth herein, in which event Contractor may, at its option, retain all monies paid hereunder as liquidated damages. It is provided, however, that the foregoing shall not be the Contractor's exclusive remedy and that Contractor shall have and retain any and all rights and remedies available to it in law or in equity. It is further understood that in the event Property Owner shall delay the payment of any amounts provided for in this Agreement notwithstanding any and all other rights available to Contractor hereunder, then Property Owner shall owe to Contractor interest at the annual rate of 10% from and after the date such payment is due hereunder and until paid.

In the event Contractor fails to perform any of Contractor's obligations under this Construction Agreement and such failure continues for fifteen (15) days after Owner delivers to Contractor written notice of such failure, then Owner may terminate this Agreement by further written notice to Contractor and Owner, as it's sole and exclusive remedy, to require Contractor to recover Owner's direct, actual damages incurred as a result of Contractor's default. In the event Owner terminates this Agreement pursuant to this Paragraph 2, any existing written subcontracts executed by Contractor shall be assigned by Contractor to Owner.

11. OWNER'S RIGHT TO STOP THE WORK: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

12. DELIVERY OF NOTICES: Any written notice or election shall be deemed sufficiently delivered two (2) days after deposit in a United States Post Office, postage prepaid; and addressed to the party at the place set forth opposite his or its name.

13. SURVIVAL: All provisions of this agreement relating to and involving the payment of money shall survive the closing and shall not merge into the deed or other closing documents.

14. INSURANCE: The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance acceptable to the Owners shall

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be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

15. **LENDER FEES:** Any inspection or re-inspection fees required by the lender shall be paid by the Property Owner.

16. **ATTORNEY REVIEW:** The attorneys for the respective parties may make suggestions for modification to this contract within ten (10) business days after contract acceptance. If agreement on proposed modifications cannot be reached within an additional ten (10) days from notice of suggestions, said contract shall be null and void and all monies paid shall be returned to Property Owner.

17. **GENERAL:** This agreement supersedes all previous understandings and agreements, if any, and constitutes the entire agreement between the parties. Accordingly, no oral representations or statements shall be deemed a part hereof.

This agreement shall be binding upon and shall inure to the benefit of both parties and their respective heirs, personal representative

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EXHIBIT "B" CERTIFICATE OF LIMITED WARRANTY

Art's Painting & Remodeling, Inc., ("Warrantor"), warrants those items set forth in Paragraph 1 that are part of the Residence against defects arising out of faulty materials or workmanship for a period of one (1) year after Substantial Completion of Contractor's Work ("Warranty Period"), subject to the terms and conditions set forth in this Limited Warranty. Warrantor's obligation under this Limited Warranty is limited to the repair or replacement, at Warrantor's option, of the faulty workmanship or materials within a reasonable period of time after notice by Owner to Warrantor of a defect due to such faulty workmanship or material with a contractor or subcontractor selected by Warrantor. Corrective action by Warrantor pursuant to this Limited Warranty shall not extend Warrantor's obligations beyond the Warranty Period.

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