

ORIGINAL CONTRACTOR'S  
CLAIM FOR LIEN

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Doc#: 0903039042 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/30/2009 03:00 PM Pg: 1 of 8

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

George E Johnson, Jr.

v.  
John A. Beckett

(The Above Space For Recorder's Use Only)

THE CLAIMANT George E Johnson, Jr.  
of 2035 W. Charleston St. #103 County of COOK State of ILLINOIS  
hereby file a Claim for Lien against John A. Beckett  
of COOK County, of the State of Illinois, and state IL;

THAT on the 5<sup>TH</sup> day of October 2007, said  
John A. Beckett was the owner of the following described land, to wit:  
George E. Johnson Jr. was contracted as project manager to assist in design with circitech, meet with Alderman for approval, meet with Building department, and oversee all aspects to begin the building construction.  
in Section 10, Township Hyden Park, Range 14, County of COOK  
State of Illinois.

Permanent Index Number (PIN): 20-10-216-042-0000

THAT on the 5<sup>TH</sup> day of October 2007 the  
Claimant made a contract with said owner (1) John A. Beckett

(2) to Project Manage the entire project to build an Eight Unit building from design to start of build and manage progress to its completion  
for the building (3) on October 7<sup>th</sup> 2007 permitted and began construction erected on said land for the sum of  
\$ 50,000 (Exhibit 1) and on the 10<sup>th</sup> day of November 2008  
completed thereunder (4) Please see exhibits (1-5) which detail agreed fee, payment record, scope of work, and duration of project and extention to service required.  
Exhibit 4 and 5 detail past due payments owed me for services performed and completed. Lot 12 in block 1 in T. & Dackinson and companys subdivision of part of the north 1/2 of the south 1/2 of the north east 1/4 of section 10, Township 38 north, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

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Original Contractor's Claim for Lien

- (1) If contract made with other than the owner, erase "said owner," name such person and add "authorized and 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" \$ 50,000.00, as set forth in an account thereof herewith filed and made part hereof, marked Exhibit 1-5 as the case may be.

\* THAT the claimant \_\_\_\_\_ did extra and additional work on, and delivered extra and additional materials at said premises of the value of \$ 10,000.00 at the special instance and request of said

as fully set forth in an account thereof herewith filed and made part hereof, marked Exhibit 3-A paragraph 5 and completed same on the 10<sup>th</sup> day of November 2008.

THAT said owner \_\_\_\_\_ entitled to credits on account thereof, as follows, to wit: N/A

leaving due, unpaid and owing to the Claimant \_\_\_\_\_ on account thereof, after allowing all credits, the balance of \$ 30,000.00 for which, with interest, the Claimant \_\_\_\_\_ claim \_\_\_\_\_ a lien on said land and improvements.

STATE OF ILLINOIS )  
 COUNTY OF Cook ) SS.

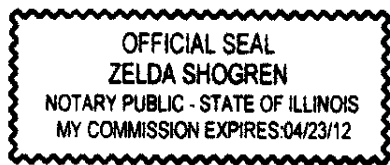
THE AFFIANT George E Johnson, Jr.

being first duly sworn on oath deposes and says, that he is George E Johnson, Jr.

of the Claimant \_\_\_\_\_; that he has read the foregoing notice and Claim for Lien, knows the contents thereof, and that all the statements therein contained are true.

George E Johnson Jr.

Subscribed and sworn to before me this 30 day of January A.D. 2009



Zelda Shogren  
 Notary Public

Mail to:  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_

This instrument prepared by:  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_

# UNOFFICIAL COPY *Exhibit 1*

George E. Johnson, Jr. – Project Manager

## INVOICE

October 5, 2007

To: John A. Beckett  
Developer of 4956 S. Vincennes  
Chicago, IL 60615-2418

From: George E. Johnson, Jr.

**Description:** Consulting and Project Management fee for 4956 S. Vincennes, Chicago, IL from August 2005 through March 2008, approximately 31 months of service.

|                      |                 |
|----------------------|-----------------|
| Total Due: \$50,000  | \$50,000        |
| Amount paid to date: | -\$10,000       |
| <b>Balance Due:</b>  | <b>\$40,000</b> |

**Out-of-Pocket Expenses for Reimbursement:**

|   |                 |
|---|-----------------|
| • Parking: City Hall Meetings – Four @ \$25 per           | \$100.00        |
| • Parking: Architect Office Meetings – Nine @ \$25 per    | \$225.00        |
| • Payment of violation by City of Chicago for uncut weeds | \$ 34.75        |
| • Payment balance for shortage of 2006 property tax bill  | <u>\$ 6.25</u>  |
| <b>Total Due for Out-of-Pocket Expenses:</b>              | <b>\$565.00</b> |

Schedule due dates for remaining payments for \$40,000 balance:

|                                      |          |
|--------------------------------------|----------|
| • November 6, 2007                   | \$13,000 |
| • Out-of-Pocket Expenses             | \$366    |
| • February 1, 2008                   | \$13,000 |
| • Balance upon completion of project | \$14,000 |
| • Approximately April 1, 2008        |          |

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George E. Johnson, Jr. – Project Manager

*Exhibit 2***INVOICE**

December 7, 2007

To: John A. Beckett  
 Developer of 4956 S. Vincennes  
 Chicago, IL 60615-2418

From: George E. Johnson, Jr.

**Description:** Consulting and Project Management fee for 4956 S. Vincennes, Chicago, IL from August 2005 through March 2008, approximately 31 months of service.

|                      |           |
|----------------------|-----------|
| Total Due: \$50,000  | \$50,000  |
| Amount paid to date: | -\$10,000 |

**Balance Due:** **\$40,000**

**Out-of-Pocket Expenses for Reimbursement:**

- |   |                |
|---|----------------|
| • Parking: City Hall Meetings – Four @ \$25 per           | \$100.00       |
| • Parking: Architect Office Meetings – Nine @ \$25 per    | \$225.00       |
| • Payment of violation by City of Chicago for uncut weeds | \$ 34.75       |
| • Payment balance for shortage of 2006 property tax bill  | <u>\$ 6.25</u> |

**Total Due for Out-of-Pocket Expenses:** **\$366.00**

Schedule due dates for remaining payments for \$40,000 balance:

- |                                      |          |
|--------------------------------------|----------|
| • November 6, 2007                   | \$10,000 |
| • Out-of-Pocket Expenses             | \$366    |
| • February 1, 2008                   | \$16,000 |
| • Balance upon completion of project | \$14,000 |
| • Approximately April 1, 2008        |          |

**Total 30 Days Past Due:** **\$10,366.00**

June 6, 2008

UNOFFICIAL COPY Exhibit 3-A

John A. Beckett  
Developer of 4956 S. Vincennes, Chicago, IL  
Vancouver, British Columbia, CA

Dear John,

I am writing you today in regards to my role on the Vincennes project and my compensation. When we first discussed the concept of this project, it was in the spring of 2005. At that time, it was discussed that my role would be to lead this project as your voice, representing you to facilitate getting the property built in a reasonable time (less than 8-10 months.) My fee structure of \$50,000 was based on less than one year of services to get the property to two finished models.

As we are both aware, there have been many unanticipated delays in getting city approval, architectural renderings, etc. However, I have continued to work on this project, now over 36 months in duration, on a nearly daily basis in a role far different than what we agreed it to be. I do not have the authority to make decisions on site to expedite the project's progress helping to move forward its completion quickly. I feel that the project's completion has been compromised due to the slowness in decision making, focus, and communication between you, myself and Nick. For months, I have had samples of tile, paint, appliances, fencing, etc. that should have been addressed to you. It was communicated to Nick and you with no decisions made up to this date. This is just a sample of the type of work I have done to move the project forward which is why I have great concerns about the duration of my services and the inability of you to compensate me for all this time and effort.

John, I have always worked in your best interest to facilitate my relationships to bring project costs down from vendors, saving you tens of thousands of dollars. I see this as a valuable part of what I bring to this relationship and how I approach my work. However, I can no longer compromise myself for the benefit of the project. It has gone on for too long and cost me far more in expenses than I have been paid to date. I have only been paid \$20,000 for 36 months of work. My last payment was December 2007. To me, this is unacceptable and frankly, I don't believe you would accept this even for yourself.

With this said, the \$30,000 balance of my fee needs to be paid in two \$15,000 increments. I need the first payment of \$15,000 no later than June 11<sup>th</sup>, 2008 (invoice attached.) The second payment of \$15,000 is due by July 20<sup>th</sup>. I will no longer compromise or negotiate my fees. I thought I was helping you so we could expedite the project but what I've experienced is that only I have been compromised for the sake of the project. There will be an additional fee for my services beyond the finished models (anticipated completion mid-July). This is exclusive of the brokerage agreement.

If I am not paid as noted above, I feel I have no other recourse than to put a lien on the property to compensate me for my more than fair and reasonable fee. The lien will be for \$10,000 more due to the extensive duration of this project, the time I've invested, and the expenses I've incurred.

The agreement we have with brokerage sale of the units is separate from my project management fee and cannot be co-mingled.

I hope that you respect and understand my position.

With Regards,

George Johnson, Jr.  
Attachment - Invoice

paragraph  
2

paragraph  
4

paragraph  
5

# UNOFFICIAL COPY

George E. Johnson, Jr. – Project Manager

*Exhibit 3-B*

## INVOICE

June 6, 2008

To: John A. Beckett  
Developer of 4956 S. Vincennes  
Chicago, IL 60615-2418

From: George E. Johnson, Jr.

**Description:** Consulting and Project Management fee for 4956 S. Vincennes, Chicago, IL from August 2005 through July 2008, approximately 38 months of service.

|                           |                 |
|---------------------------|-----------------|
| Total Due: \$50,000       | \$50,000        |
| Amount paid to date:      | -\$20,000       |
| <b>Balance Remaining:</b> | <b>\$30,000</b> |

Schedule due dates for remaining payments for \$30,000 balance:

- June 11, 2008 \$15,000
- July 20, 2008 \$15,000

**Total Due by June 11, 2008:**

**\$15,000.00**

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George E. Johnson, Jr. – Project Manager

*Exhibit 4*

## INVOICE

August 10, 2008

To: John A. Beckett  
Developer of 4956 S. Vincennes  
Chicago, IL 60615-2418

From: George E. Johnson, Jr.

**Description:** Consulting and Project Management fee for 4956 S. Vincennes, Chicago, IL from August 2005 through July 2008, approximately 38 months of service.

|                           |                 |
|---------------------------|-----------------|
| Total Due: \$50,000       | \$50,000        |
| Amount paid to date:      | -\$30,000       |
| <b>Balance Remaining:</b> | <b>\$20,000</b> |

**Total Due by September 11, 2008:**

**\$20,000.00**

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George E. Johnson, Jr. – Project Manager

*Exhibit 5*

## FINAL INVOICE

90 Days Past Due

November 10, 2008

To: John A. Beckett  
Developer of 4956 S. Vincennes  
Chicago, IL 60615-2418

From: George E. Johnson, Jr.

**Description:** Consulting and Project Management fee for 4956 S. Vincennes, Chicago, IL from August 2005 through July 2008, approximately 38 months of service.

|                           |                 |
|---------------------------|-----------------|
| Total Due: \$50,000       | \$50,000        |
| Amount paid to date:      | -\$30,000       |
| <b>Balance Remaining:</b> | <b>\$20,000</b> |

**Total Due by December 11, 2008:**

**\$20,000.00**