

# UNOFFICIAL COPY



Doc#: 0903410059 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/03/2009 01:33 PM Pg: 1 of 5

## NOTICE AND CLAIM FOR LIEN

STATE OF ILLINOIS )  
COUNTY OF COOK )

The Claimant, RAMM BRICK AND SUPPLY, LLC., of Hampshire, County of Kane, State of Illinois, hereby files a Notice and Claim for Lien against I & I Sheffield Developers, LLC., an Illinois limited liability company, Construction Manager, Developer and Owner ("Owner"), of Chicago, County of Cook, State of Illinois; State Bank of Countryside, Mortgage Holder, of Countryside, County of Cook, State of Illinois; and states:

That on or before March 5, 2008, the Owner owned the following described land in the County of Cook, State of Illinois, to wit:

LOTS 17 AND 18 IN BLOCK 1 IN BERGMAN'S SUBDIVISION OF THE WEST ¾ OF BLOCK 9 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #s: 14-29-404-009-0000

a/k/a: 2741 and 2743 N. Sheffield, Chicago, Illinois 60614 a/k/a "The Rotunda"  
(hereinafter referred to as the "Premises")

This real estate and all improvements are referred to as "the premises".  
The Owner continues to own the premises to date.

That on information and belief, on or before March 5, 2008, I & I Sheffield Developers, LLC., Owner entered into a contract with Doolough Masonry, Inc., an Illinois corporation ("Doolough"), for the provision of construction, including masonry and related construction for the new construction of a housing development commonly known as "The Rotunda" upon the Premises.

That on or about March 5, 2008, Doolough made a subcontract with Claimant for Claimant to furnish masonry materials for the new construction of a housing development commonly known as "The Rotunda" located upon the Premises, in the amount of \$41,246.57. Claimant furnished \$21,007.79 of the contract amount to the project through September 1, 2008. At that time, the balance owed to Claimant for materials furnished to the project was \$2,782.07.

On or about September 1, 2008, I & I Sheffield Developers, LLC., Owner, assumed the obligations under Doolough's subcontract with Claimant, and established a contract between Owner and Claimant, for the Owner to pay the balance remaining due for materials Claimant had already delivered to the premises under the original subcontract at that time (\$2,782.07), and for the Owner to pay Claimant \$20,238.78, for the remaining materials Doolough originally ordered from Claimant. Claimant then delivered materials to the premises in the contract amount of \$17,456.71, pursuant to the new contract between Owner and Claimant.

THIS INSTRUMENT WAS PREPARED BY:  
Ramm Brick and Supply, LLC.  
225 Industrial Drive, Suite 9  
Hampshire, Illinois 60140  
847.683.9100  
847.683.9153

# UNOFFICIAL COPY

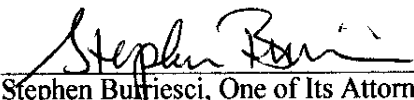
On or about October 31, 2008, Claimant substantially completed all required by the contracts, and had provided \$38,464.50 of the materials to the project (including delivery services), and stood ready to complete the remaining \$2,782.07 but was not allowed to do so because of a breach of said contract by the Owner, for non-payment.

That upon substantial completion of said contract with the Owner (and the contract with Doolough), the Owner and Doolough became indebted to the Claimant in the amount of \$17,456.71 for materials delivered to the premises, plus the balance of the original subcontract with Doolough of \$2,782.07, plus extras in the amount of \$0.00.

That Owner and Doolough are entitled to credits on account thereof as follows, to wit: \$22,725.72 leaving due unpaid and owing to the Claimant, after substantial completion of the contract, after allowing all credits, the balance of Fifteen Thousand, Seven Hundred Thirty Eight and 78/100 (\$15,738.78) for which, with interest, the Claimant claims a lien on said land and improvements and on the monies or other considerations due or to become due from the Owner and/or Doolough.

Claimant asserts that Owner is liable to Claimant for breach of contract for the total contract balance of \$18,52.85, but is asserting its lien only for the materials delivered to the premises. Claimant asserts that it is an original contractor, but sends this notice in the event that it is deemed a subcontractor.

RAMM BRICK AND SUPPLY, LLC.

  
Stephen Burriesci, One of Its Attorneys

Stephen Burriesci  
Law Office of Stephen Burriesci  
200 W. Adams, Suite 1005  
Chicago, IL 60606  
312.726.5151 x224

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## SERVICE LIST

I & I Sheffield Developers, LLC.  
Attn: Bino Kurian, Registered Agent and Member  
763 Brompton Lane  
Bolingbrook, Illinois 60440


State Bank of Countryside  
Attn: Jose Munoz, or any agent  
6734 Joliet Road  
Countryside, Illinois 60525

Attn: Richard J. Kramer  
Registered Agent for Doolough Masonry, Inc.  
1434 Stonegate Road  
Lagrange Park, IL 60526

## PROOF OF SERVICE

STATE OF ILLINOIS     )  
COUNTY OF COOK     )

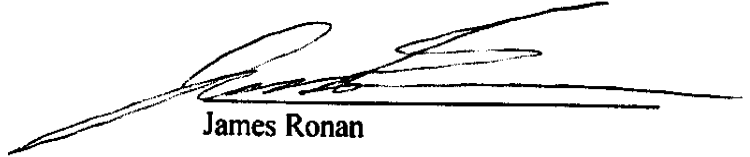
Under penalties of perjury and as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I swear under oath and under penalties of perjury that that on January 15, 2009, I served this notice by sending a true copy to all persons and entities named on this service list and addressed to them as stated above by certified mail with return receipt requested and delivery limited to addressee only.

  
\_\_\_\_\_  
Stephen Burriesci  
Law Office of Stephen Burriesci  
200 W. Adams, Suite 1005  
Chicago, IL 60606  
312.726.5151 x224

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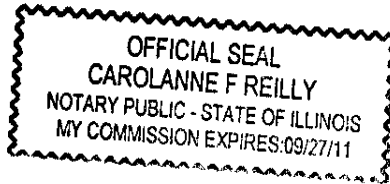
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Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I certify under oath and under penalties of perjury that I am a **Member of Ramm Brick and Supply, LLC**, that I have read this Claim for Lien, and that the statements contained in this Claim for Lien are true and correct, except for the matters stated to be on information and belief, and as to those matters, I certify as aforesaid that I verily believe the same to be true.

  
James Ronan

SUBSCRIBED AND SWORN TO  
BEFORE ME January 15, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC



Property of Cook County Clerk's Office

# UNOFFICIAL COPY


## PROOF OF SUPPLEMENTAL SERVICE

STATE OF ILLINOIS )  
COUNTY OF COOK )

Under penalties of perjury and as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I swear under oath and under penalties of perjury that in addition to the service on of this notice sent on January 15, 2009, on **January 22, 2009**, I also served this notice by sending a true copy to

Lawrence Barrett, President, Doolough Masonry, Inc.  
693 E. Nerge Road  
Roselle, IL 60172,

and addressed to him as stated above by certified mail with return receipt requested and delivery limited to addressee only.

  
Stephen Burriesci  
Law Office of Stephen Burriesci  
200 W. Adams, Suite 1005  
Chicago, IL 60606  
312.726.5151 x224

PROPERTY OF COOK COUNTY CLERK'S OFFICE