

# UNOFFICIAL COPY



Doc#: 0906318076 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/04/2009 04:21 PM Pg: 1 of 4

**SUBCONTRACTOR'S  
NOTICE AND CLAIM FOR  
LIEN PURSUANT TO  
ILLINOIS COMPILED  
STATUTES, CHAPTER 770,  
SECTION 60/24**

**TO: SEE ATTACHED  
SERVICE LIST**

The Claimant, **ABBEY  
PAVING CO., INC., an Illinois**

Amount Claimed: \$24,308.00

**corporation**, of Aurora, County of DuPage, State of Illinois, hereby files Notice and Claim for Lien against **MERCY CAMPUS DEVELOPERS, L.L.C., an Illinois limited liability company, EASTGATE VILLAGE ONE, L.L.C., an Illinois limited liability company, EASTGATE VILLAGE SIX, L.L.C., an Illinois limited liability company, EASTGATE VILLAGE FIVE MODEL, L.L.C., an Illinois limited liability company, NEW WEST REALTY DEVELOPMENT CORP., an Illinois corporation** (collectively referred to as "Owner"); **SKENDER CONSTRUCTION COMPANY** (hereinafter referred to as "General Contractor") and any person or entity claiming an interest in the property (as hereinafter defined) by, through, or under Owner, and General Contractor, and states:

That at all relevant times, the Owner owned the following described land in the City of Chicago, County of Cook, State of Illinois and legally described as follows:

*LOT C IN MERCY HOSPITAL AND MEDICAL CENTER REDEVELOPMENT  
BEING A CONSOLIDATION OF BLOCKS 62, 63, 64, 68, 69, 76 AND 77 AND  
PARTS OF BLOCKS 61, 65, 66, 67, 70, 75 AND 78 AND VACATED STREETS  
AND ALLEYS ALL IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF  
OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS...*

*Common Address: 307-343 East 25<sup>th</sup> Street, 2500 South Martin Luther King Drive,  
2520 South Martin Luther King Drive And 2524 South Martin Luther  
King Drive, Chicago, Illinois*

*PIN No.: 17-27-129-010; 17-27-129-012*

(hereinafter referred to as the "Property").

On or before October, 2007, the Owners, or some of them entered into a certain construction agreement (the "General Contract") with SKENDER CONSTRUCTION COMPANY, as General Contractor whereby General Contractor agreed to provide certain labor, material and work on behalf of Owner (or some of them) at the Property (the "Project"), the exact terms and conditions of said General Contract are unknown to Claimant the same being in the exclusive knowledge and possession of Owner and General Contractor.

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On or about October 30, 2007, General Contractor, being then engaged in the construction of said Project and for the purpose of carrying out and performing the terms of its General Contract with Owner, entered into a Subcontract Agreement with Claimant, whereby Claimant was to furnish certain labor, equipment and materials to provide the building excavation at the Project.

Pursuant to the special instance and request of Owner and General Contractor, Claimant furnished and delivered certain extra labor, material and work to the Project in the net amount of *Thirteen Thousand Five Hundred Three Dollars (\$13,503.00)* for a total adjusted contract price of *One Hundred Ninety-Four Thousand Five Hundred Three Dollars (\$194,503.00)*.

The last day Claimant supplied work, labor and materials to the Project was October 22, 2008, at which time Claimant ceased work on the Project due to non-payment.

That as of the date hereof, Owner and General Contractor are entitled to credits in the amount of *Ninety-Seven Thousand Two Hundred Fifty-Two Dollars (\$97,252.00)*, leaving due and owing to Claimant, as of the date hereof, the sum of *Twenty-Four Thousand Three Hundred Eight and 80/100 Dollars (\$24,308.80)*, for which, with interest, the Claimant claims a lien on said Property, Project and improvements hereon and on the monies, bonds and/or warrants or other considerations due or to become due from Owner to General Contractor.

DATED: January 29, 2009

**ABBELY PAVING CO., INC., Claimant,**

By: 

James J. Karras, Its duly authorized agent  
and attorney-in-fact

***This document has been prepared  
by and after recording should  
be returned to:***

*James J. Karras, Esquire  
KELLY & KARRAS, LTD.  
619 Enterprise Drive, Suite 205  
Oak Brook, Illinois 60523  
(630) 575-0202*

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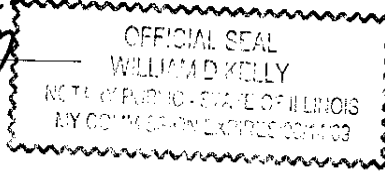
## VERIFICATION

**JAMES J. KARRAS**, being first duly sworn on oath, states that he is the duly authorized agent and attorney-in-fact of Claimant, **ABBAY PAVING CO., INC.**, an Illinois corporation, that he is authorized to sign this Verification of the foregoing **Subcontractor's Notice and Claim for Lien** Pursuant to Illinois Compiled Statutes, Chapter 770, Section 60/24, that he has read the above and foregoing Subcontractor's Notice and Claim for Lien, and that the statements set forth therein are true and correct to the best of his knowledge and belief.

  
\_\_\_\_\_  
**JAMES J. KARRAS**

SUBSCRIBED AND SWORN to before me  
this 29th day of JANUARY, 2009

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



Property of Cook County Clerk's Office

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## CERTIFICATE OF SERVICE

I, **JAMES J. KARRAS**, an attorney, hereby certify and state that I served the attached Subcontractor's Notice and Claim for Lien on:

MERCY CAMPUS DEVELOPERS, L.L.C.  
c/o Richard H. Levy, Registered Agent  
222 N. LaSalle Street, #1910  
Chicago, IL 60601

EASTGATE VILLAGE ONE, L.L.C.  
c/o Theodore Mazola, Registered Agent  
1440 W. Taylor Street  
Chicago, IL 60607

EASTGATE VILLAGE SIX, L.L.C.  
c/o Theodore Mazola, Registered Agent  
1440 W. Taylor Street  
Chicago, IL 60607

EASTGATE VILLAGE FIVE MODEL, L.L.C.  
c/o Theodore Mazola, Registered Agent  
1440 W. Taylor Street  
Chicago, IL 60607

NEW WEST REALTY DEVELOPMENT CORP.  
c/o Carolyn Godman, Registered Agent  
1440 W. Taylor Street  
Chicago, IL 60607

SKENDER CONSTRUCTION COMPANY  
c/o Joseph Skender, Registered Agent  
10101 Roberts Road  
Palos Hills, IL 60465

by depositing a copy thereof in the U.S. mail at 619 Enterprise Drive, Suite 205, Oak Brook, Illinois 60523, to every person named above via ***certified mail, return receipt requested, delivery limited to the addressee only*** on the 29<sup>th</sup> day of January, 2009, before 5:00 p.m. with proper postage prepaid.

  
\_\_\_\_\_  
JAMES J. KARRAS