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**PAYMENT, PAYMENT  
ACKNOWLEDGEMENT  
AND EXTENSION AGREEMENT**

Doc#: 0918129011 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/30/2009 10:46 AM Pg: 1 of 4

Property of Cook County Clerk's Office

Re: PIN: 17-05-315-049-0000

ADDRESS: 932 N. NOBLE ST., CHICAGO, IL 60622

Prepared by: Wyszynski and Associates, P.C.  
2500 E. Devon, Ste. 250, Des Plaines, IL 60018

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## PAYMENT, PAYMENT ACKNOWLEDGMENT AND EXTENSION AGREEMENT

This Agreement is entered into this 19 day of Sept., 2008, in Chicago, Cook County, Illinois, by and between BH Masonry, Inc., hereinafter referred to as "BH" and 932 Noble, LLC, hereinafter referred to as "932 Noble"..

### WITNESSETH:

**WHEREAS**, 932 Noble is the general contractor and beneficial owner of the following commonly known legally described premises:

**LOT 11 IN SUBDIVISION OF THE NORTHEAST ¼ OF BLOCK 22 IN  
CANAL TRUSTEE'S SUBDIVISION OF PART OF THE WEST ½ OF  
SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS..**

**PIN: 17-05-315-049-0000**

**C/K/A 932 N. NOBLE ST., CHICAGO, IL 60622**

**WHEREAS**, BH is a contractor that performed masonry work at the subject property;

**WHEREAS**, there is money due and owing by 932 Noble to BH;

**WHEREAS**, the parties desire to mutually cooperate with each other in making payments, acknowledging the debts and agreeing to a partial extension of payment;

**NOW, THEREFORE**, in consideration of \$10.00, in further consideration of the mutual and several covenants and agreements set forth in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both parties, it is mutually covenanted as follows:

1. Acknowledgement of Amount. 932 Noble acknowledges that it currently owes BH the amount of \$37,000.00 for the work performed by BH at the subject property which is now due and payable.
2. Payment with this Agreement. 932 Noble agrees to pay to BH at time of execution of this Agreement the amount of \$19,000.00 towards partial satisfaction of the total amount due of \$37,000.00.
3. Payment of Balance of Amount Due. The remaining balance due is \$18,000.00. BH agrees to reduce that balance to \$16,000.00. Said reduction is made due to credit to 932 Noble in lieu of completion of the doors for the

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④ Journey 17th 2009

elevators in the subject property. BH agrees to give 932 Noble until ~~December 17, 2008~~ to pay the balance of \$16,000.00 to satisfy in full the aforesaid debt.

4. Satisfaction. Upon timely receipt of the payments per paragraph 2 and 3 of this agreement, the debt acknowledged in paragraph 1 shall be deemed satisfied.
5. Mechanic's Lien Rights. 932 Noble grants BH an extension of time to file any Mechanic's Lien claims against subject property as they relate to the debt noted in paragraph 1 hereof through December 31, 2008.
6. Recording. This agreement may be recorded against the subject property and the obligations hereunder are hereby secured by the subject property.
7. General Provisions:
  - a. Grammatical Changes. Any word in the text of this Agreement shall be read as the singular or the plural as the masculine, feminine, or neuter gender as may be appropriate under the circumstances then existing.
  - b. Interpretation of terms. The terms and provisions of the within agreement shall be construed and interpreted in accordance with the laws of the jurisdiction of the State of Illinois in such case made and provided, whether or not the parties reside in the State of Illinois.
  - c. Modification of Agreement. This agreement may be modified, amended, or rescinded at any time after its signing by a subsequent written agreement between the parties.
  - d. Binding Effect. This agreement shall enure to the benefit of and shall be binding upon the assignees, nominees, heirs, executors and administrators of the parties.
  - e. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or against public policy, the validity and enforcement of all other provisions of this agreement shall not be affected and shall remain in full force and effect.
  - f. Attorney Fees and Costs. If an attorney shall be retained by BH to interpret or enforce the provisions of this agreement, BH shall be entitled to reasonable attorneys' fees and costs,

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including any such fees set by the trial or appellate court upon trial or appeal.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals this 19 day of Sept, 2008.

932 Noble LLC

BH Masonry, Inc.

by *David Eisenberg*  
David Eisenberg  
Its duly authorized Member

by: *Henryk Kochanski*  
Henryk Kochanski  
its President

Subscribed and sworn to before me this 19th day of September, 2008.

*Michael Tufano*  
Notary Public



PROPERTY OF COOK COUNTY CLERK'S OFFICE