

# UNOFFICIAL COPY



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AND RETURN TO:

Contractors Lien Services of Illinois, Inc.  
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Doc#: 0918956074 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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STATE OF ILLINOIS  
COUNTY OF COOK

**ORIGINAL CONTRACTOR'S NOTICE AND CLAIM FOR MECHANIC'S LIEN**  
PURSUANT TO SECTIONS 60/1, 60/5, 60/21, AND 60/24 OF THE LIEN ACT

**NOTICE TO OWNER**

Do not pay the contractor for this work or material unless you have received from the subcontractor a waiver of lien or other satisfactory evidence of payment to the Claimant.

**NOTICE & CLAIM FOR LIEN IN THE AMOUNT OF \$7,800.00, plus interest pursuant to 770 ILCS 60/1 and attorney fees pursuant to 770 ILCS 60/17.**

**TO OWNER OR REPUTED OWNER VIA CERTIFIED MAIL R/R & REG. US MAIL:**

**Brook B. & Maureen D. Yamshiro**  
1028 Heatherfield Lane  
Glenview, IL 60025

**TO DEFENDANT OR REPUTED DEFENDANT VIA CERTIFIED MAIL R/R & REG. US MAIL:**

**Baxter Credit Union**  
400 N. Lakeview Pkwy  
Vernon Hills, IL 60061

THE LIEN CLAIMANT, **T Z Electric Co.** ("Claimant"), original contractor, claims a lien against the real estate, more fully described below, and against the interest of the following entities in the real estate: **Brook B. & Maureen D. Yamshiro**, owner, **Baxter Credit Union**, mortgagee (collectively "Owner"), and any other party claiming an interest in the real estate, more fully described below, through, or under the Owner, stating as follows:

Wednesday, July 08, 2009

Lien ID: 1865-5135

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1. At all times relevant hereto and continuing to the present, Owner owned the following described land in the County of **Cook**, State of Illinois, to wit:

PARCEL: [See the legal description attached hereto and incorporated herein as Exhibit "A"]

PIN: **05 31 101 024 0000**

which property is commonly known as **1028 Heatherfield Lane, Glenview, IL 60025** (collectively "Project").

2. On information and belief, said Owner contracted with Claimant for certain improvements to said premises.

3. Owner entered into **an oral contract** with Claimant on **2/1/2009**.

4. Claimant completed its work under its contract on **4/14/2009**, which entailed **Labor and Material Electrical work for new addition** to said premises.

5. There is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of **(\$7,800.00)** which principal amount bears interest at the statutory rate of ten percent (10%) per annum. (as provided for by 770 ILCS 60/1) and costs and reasonable attorney fees (as provided for by 770 ILCS 60/17). Claimant claims a lien on the real estate and against the interest of the Owner, and other parties named above, in the real estate (including all land and improvements thereon) and on the monies or other consideration due or to become due from the Owner under said contract, in the amount of **(\$7,800.00)** plus interest. To date, despite due demand for payment, Claimant remains unpaid for its work at the Project and there is no reasonable basis for the failure to pay Claimant.

6. The amount consists of the following:

A. Base Contract	\$7,800.00
B. Change Orders	\$0.00
C. Adjusted Based Contract	\$7,800.00
D. Amount Paid to Date (Credit)	\$0.00
E. Value of Lienable Work Performed As To Date of Completion	\$7,200.00
F. Statutory 10% Interest	\$181.64
<b>Total Principal Amount of Lien</b>	<b>\$7,981.64</b>

Claimant states that no apportionment or allocation of this claim for lien is required by law. In the event that allocation or apportionment is held to be required, and only in that event, Claimant claims a lien on each residential, commercial, parking, and/or other proposed units by allocating a percentage of the total amount owed to Claimant on each unit and/or by parcels shown in the legal description by the method required by applicable law.

7. At all relevant times Owner was aware that Claimant was providing labor and materials for the benefit of the Project and the Property.

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8. To the extent permitted by law, all waivers of lien heretofore given by Claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by Claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice and claim for lien upon the real property listed herein.

## VERIFICATION

The undersigned, Steven F. Boucher, being first duly sworn, on oath deposes and states that he is the agent of **T Z Electric Co.**, that he has read the above and foregoing Original Contractor's Notice and Claim for Mechanic's Lien and that to the best of his knowledge and belief the statements therein are true and correct.

Signed by: *Steven F. Boucher V.F.*

Steven F. Boucher  
As Agent for Claimant

Subscribed and sworn to before me on this Eighth Day of July of 2009.

*Anna Michalls*  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, WITH A STREET LOCATION ADDRESS OF 1029 HEATHERFIELD LN; GLENVIEW, IL 60025-3330 CURRENTLY OWNED BY BROOK REDEMANN AND MAUREEN YAMASHIRO HAVING A TAX IDENTIFICATION NUMBER OF 0531-101-024-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 0099220979 AND FURTHER DESCRIBED AS LOT 13 S24 SW4 NW4 OF SEC31 T42N R1 3E 3P+.

0531-101-024-0000  
1029 HEATHERFIELD LN; GLENVIEW, IL 60025-3330

008052500904  
33453632/E/or



*Return to*

First American Title Insurance Co.  
Lenders Advantage  
1100 Superior Avenue, Suite 200  
Cleveland, Ohio 44114  
Attn: FACT

Clerk's Office