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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Doc#: 0922531065 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/13/2009 03:37 PM Pg: 1 of 4

AMENDED SUBCONTRACTOR'S CLAIM FOR MECHANICS LIEN

THIS SUBCONTRACTOR'S CLAIM
FOR LIEN AMENDS THE
SUBCONTRACTOR'S
CLAIM FOR LIEN RECORDED AS
DOCUMENT NO. 0922403041 AND
TAKES CONTROL AND
SUPERCEDES OVER THE PRIOR
SUBCONTRACTOR'S LIEN

IN THE OFFICE OF THE
RECORDER OF DEEDS
COOK COUNTY, IL

The Claimant, Bax Construction, Inc. ("Claimant"), with an address at 2622 South Austin Boulevard, Cicero, Illinois 60804, hereby files its Amended Notice and Subcontractor's Claim for Mechanics Lien against Beusterien Builders, Inc. of Chicago, Illinois (the "General Contractor"); the below-described Real Estate and against the interest of 2620 Washington LLC (the "Owner"); JPMorgan Chase Bank; 2620 Washington Master Tenant LLC; and all other persons having or claiming an interest in the below-described Real Estate, and states as follows:

1. Based upon information and belief, at all times relevant, the Owner owned and/or held legal title to the following-described Real Estate, including all land and improvements thereon, in the County of Cook, State of Illinois, commonly known as 2620 West Washington, Chicago, Illinois 60612, having a permanent index number of 16-12-419-001-0000, as legally described in the legal description attached hereto as Exhibit "A" and made a part hereof (the "Real Estate"), and the General Contractor was the Owner's general contractor for the improvement thereof.

2. That on or about November 24, 2008, the General Contractor entered into a contract with Claimant ("Contract 1") to provide the following work, materials and services:

A. Provide all necessary materials and labor to install drywall on all floors in the building in accordance with the approved architectural plans.

B. Provide labor to install drywall and Owens Corning acoustical sealant on all floors, ceilings, and to masonry walls in the building in accordance with the approved architectural plans and manufacturers' specifications; install Owens Corning acoustical adhesive caulk at the edge of metal framing where the metal framing meets the floor, masonry walls, and ceilings; and caulk to be installed against metal framing, per Owens Corning specifications (acoustical caulk to be provided by the General Contractor).

C. Drywall to be recycled, per LEED requirements and provide Hardi board around bathtub areas; install adhesive caulk (drywall caulk) at the edge of drywall where drywall meets walls and ceilings (drywall caulk to be provided by Bax Construction).

Claimant was to be paid the amount of \$185,800 pursuant to Contract 1 by the General Contractor but has only been paid the amount of \$183,800. There remains due and owing to

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Claimant the amount of \$2,000 (the "Unpaid Balance 1"). Claimant has satisfactorily performed all required work pursuant to said Contract 1, and Claimant's last date of work was May 20, 2009.

3. That on or about November 24, 2008, the General Contractor entered into a second contract with Claimant ("Contract 2") to provide the following work, materials and services:

- Provide all necessary materials and labor to prime all walls in the building in accordance with the approved architectural plans; General Contractor will provide Sherwin Williams primer type to use and may choose to tint the primer.

Claimant was to be paid the amount of \$14,200 pursuant to Contract 2 by the General Contractor but has not received payment. There remains due and owing to Claimant the amount of \$14,200 (the "Unpaid Balance 2"). Claimant has satisfactorily performed all required work pursuant to said Contract 2, and Claimant's last date of work was June 18, 2009.

4. That on or about February 8, 2009, the General Contractor entered into a third contract (an oral contract) with Claimant ("Contract 3") to provide the following work, materials and services:

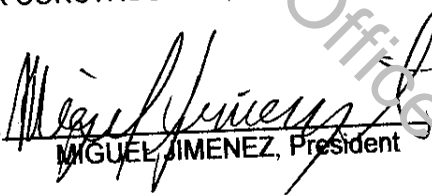
- Installation of metal doors in all units.

Claimant was to be paid the amount of \$800 pursuant to Contract 3 by the General Contractor but has not received payment. There remains due and owing to Claimant the amount of \$800 (the "Unpaid Balance 3"). Claimant has satisfactorily performed all required work pursuant to said Contract 3, and Claimant's last date of work was February 15, 2009.

5. Claimant was to be paid the amount of \$185,800 pursuant to Contract 1, of which \$183,800 was paid, with an Unpaid Balance 1 of \$2,000; Claimant was to be paid the amount of \$14,200 pursuant to Contract 2, of which no amount has been paid, leaving an Unpaid Balance 2 of \$14,200; and Claimant was to be paid \$800 pursuant to Contract 3, of which no amount has been paid, leaving an Unpaid Balance 3 of \$800. There remains due and owing to Claimant the total amount of \$17,000.00 (the "Total Unpaid Balance").

6. The General Contractor has failed and continues to fail to pay Unpaid Balance 1, Unpaid Balance 2, Unpaid Balance 3, and thus the Total Unpaid Balance, without just cause, which, with interest and attorneys' fees, Claimant claims as a lien on the Real Estate.

BAX CONSTRUCTION, INC.

BY: 
MIGUEL JIMENEZ, President

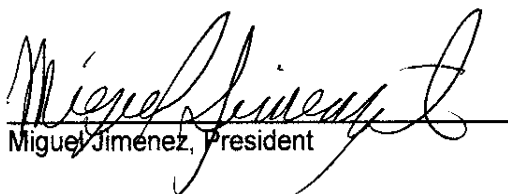
DATED: 08/13/09

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

VERIFICATION

I, Miguel Jimenez, being first duly sworn, on oath, depose and say that I am the President of Bax Construction, Inc., the Claimant. I have read the foregoing Amended Notice and Subcontractors Claim for Mechanics Lien and know the contents thereof. All of the statements therein are true to the best of my knowledge, information, and belief.


Miguel Jimenez, President

Subscribed and sworn to before me
this 13 day of August, 2009.



Notary Public



This instrument was prepared by:

Michael J. Robins, Esq.
Lee R. Bookman, Esq.
Robins & Associates, Ltd.
33 North Dearborn Street • Suite 500
Chicago, Illinois 60602

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 2 IN THE PARTITION BY MAURICE WAKEMAN AND OTHERS OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST LAKE STREET, WITH THE EAST LINE OF NORTH TALMAN AVENUE; THENCE EAST ALONG THE SOUTH LINE OF SAID WEST LAKE STREET, A DISTANCE OF 100.05 FEET; THENCE SOUTH ALONG A STRAIGHT LINE DRAWN TO A POINT ON THE NORTH LINE OF WEST MAYPOLE AVENUE, 100.09 FEET EAST OF, AS MEASURED ALONG THE NORTH LINE OF SAID WEST MAYPOLE AVENUE FROM THE EAST LINE OF SAID NORTH TALMAN AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID WEST MAYPOLE AVENUE, A DISTANCE OF 100.09 FEET TO THE EAST LINE OF SAID NORTH TALMAN AVENUE; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH TALMAN AVENUE, A DISTANCE OF 192.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 IN THE PARTITION BY MAURICE WAKEMAN AND OTHERS OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WASHINGTON BOULEVARD AS WIDENED, WITH THE EAST LINE OF TALMAN AVENUE, WHICH POINT IS 25.00 FEET EAST AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF WASHINGTON BOULEVARD, 100.00 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF TALMAN AVENUE TO THE SOUTH LINE OF PARK AVENUE; THENCE WEST ALONG THE SOUTH LINE OF PARK AVENUE TO THE EAST LINE OF TALMAN AVENUE; THENCE SOUTH ALONG THE EAST LINE OF TALMAN AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2620 WEST WASHINGTON, CHICAGO, ILLINOIS.

Permanent Index Number 16-12-419-001