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Doc#: 0925739036 Fee: \$31.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/14/2009 03:20 PM Pg: 1 of 5

SUBCONTRACTOR'S CLAIM FOR LIEN

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

EAGLE AMERICA CORP.

vs.

SENIOR SUITES CHICAGO KELVYN
PARK, LLC

The undersigned claimant, EAGLE AMERICA CORP., of 3660 N. Lakeshore Drive, Chicago, Illinois, makes the following statement and claims a mechanic's lien under the Illinois Mechanics' Lien Act (770 ILCS 60/1 et seq.), and states that:

1. The following-described real property, commonly known as 2715 N. Cicero Ave., Chicago, IL 60639, and legally described as:

LOTS 5 AND 6 IN VOGNILD & JENISCH RESUBDIVISION OF BLOCK 5 IN SAMUEL S. HAY'S KELVYN GROVE ADDITION, SAID ADDITION BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 27 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.I.N. 13-27-304-005-0000

is now owned by Senior Suites Chicago Kelvyn Park, LLC ("Senior Suites").

2. On November 7, 2008, Senior Suites was the owner of the property described above, on which day such owner contracted with Walsh Construction as an original contractor to perform construction activities on the premises described above.

3. On November 7, 2008, on which date Senior Suites was still the owner of the property described above, the original contractor entered into a contract with the claimant to furnish appliances and mini-blinds for the building and improvements on the property, at a contract price of \$159,559.00, plus extras, if any, contracted for afterwards, which contract price was to be paid upon submission of a Final Payment Application, as set forth in Article 3 of the parties contract.

4. The claimant completed performance of its contract in that it has delivered all materials required under the contract to the site of the improvements on the property, on or about June 19, 2009.

5. There is now justly due the claimant, after allowing to the owner all credits, deductions, and set-offs, \$19,909.00 which is still unpaid; a copy of the Partial Waiver of Lien and Application and Certification for Payment is attached to this claim as "Exhibit A."

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6. The claimant now claims a lien on the premises and all improvements on it, against all persons interested, and also claims a lien on any amounts due from the owner to the original contractor, for \$19,909.00, with interest, according to the statute.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THE AFFIANT, Jaime A. Pero, being first duly sworn on oath deposes and states that he is the President of the Claimant; that he has read the foregoing Notice and Claim for Lien, knows the contents thereof, and that all the statements therein contained are true.

SUBSCRIBED AND SWORN TO BEFORE

ME THIS 14th DAY OF SEPTEMBER 2009.

Jaime A. Pero
Jaime A. Pero-President
Eagle America Corp.

John W. Chaveriat
NOTARY PUBLIC



Mail to: Peter C. Nabhani, 77 W. Washington, Suite 411, Chicago, IL 60602

Instrument prepared by: Peter C. Nabhani, 77 W. Washington, Suite 411, Chicago, IL 60602

County Clerk's Office

PARTIAL WAIVER OF LIEN & RELEASE OF CLAIM TO DATE

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STATE OF IL
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by WALSH CONSTRUCTION to furnish and install APPLIANCES and MINIBLINDS
the project ("Project") known as SENIOR SUITES CHICAGO KELVYN PARK
which SENIOR SUITES CHICAGO KELVYN PARK, LLC is the owner ("Owner").

THE undersigned, for and in consideration of TWENTY TWO THOUSAND SIX HUNDRED SIXTY NINE (\$22,669) Dollars,
and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) for its heirs, executors, and administrators, hereby waive and release Walsh
Construction Company ("Walsh"), Walsh's surety, the Owner, and each of their parents, subsidiaries, affiliates, members, past and present officers, directors, heirs, and admin-
istrators, from any claim for payment including claims under the laws or statutes of the municipality, State or Federal Government relating to Payment Bonds, the Miller Act, or other
Act or statute including Prompt Payment statutes, or Bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal, State or Federal laws or
statutes, relating to Mechanics' Liens, with respect to and on said above-described premises, and the improvements thereon, and on the material relating to Mechanics' Liens, Payment
Bonds, the Miller Act or other law, Act or statute, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus
and machinery furnished, and on the money, funds or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus
and machinery heretofore furnished to this date by the undersigned for the above-described premises.

Given under my hand this 17th day of August, 2009
Signature: [Handwritten Signature]

CONTRACTOR'S AFFIDAVIT

STATE OF IL
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that (s)he is the PRESIDENT
of the EAGLE AMERICA CORP.
who is the contractor ("Contractor") for the SENIOR SUITES CHICAGO KELVYN PARK APPLIANCES work on the
project located at 2715 NORTH CICERO AVE. CHICAGO, IL 60639
owned by SENIOR SUITES CHICAGO KELVYN PARK, LLC

That the total amount of the contract including extras is \$159,559.00 on which he has received payment of \$116,981.00
prior to this payment. That all waivers and releases are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers or releases. That the following are the names of all parties who have
furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for
material entering into the construction thereof and the amount due or to become due each, and that the items mentioned include all labor
and material required to complete said work according to plans and specifications. The Contractor agrees to indemnify, defend, and hold harmless Walsh Construction
Company ("Walsh"), Walsh's surety, and the Owner from any and all claims for alleged payment made by the Contractor's suppliers or subcontractors
pertaining to the Project, whether or not listed below.

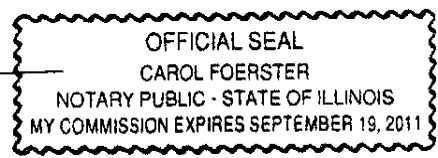
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
EAGLE AMERICA CORP.	APPLIANCES & MINIBLINDS	\$159,559.00	\$116,981.00	\$22,669.00	\$19,909.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work
of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 17th day of August, 2009
Signature: [Handwritten Signature]

Subscribed and sworn to before me this 17th day of August, 2009
Notary: [Handwritten Signature]

EX A



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COPY SENT TO THE ARCHITECT

Application DOCUMENT G702 Page 1 of 2 Pages
 Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

APPLICATION N°: **K.P. 005**
 APPLICATION DATE: **6/15/09**
 PERIOD TO: **6/30/09**
 PROJECT N°: **208061-129**
 CONTRACT DATE: **11/7/08**

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Walsh Construction Company PROJECT: SENIOR SUITES OF
 2715 North Cicero Ave. KELVYN PARK
 Chicago, IL 60639

FROM SUBCONTRACTOR: Eagle America Corp.
 3660 North Lakeshore Dr. Suite 2601
 Chicago, IL 60613

APPLIANCES & BLINDS

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM \$ 159,000
2. NET CHANGES BY CHANGE ORDERS \$ 559
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 159,559
4. TOTAL COMPLETED & STORED TO DATE \$ 159,559

5. RETAINAGE:
 - a. 5% of Completed Work \$ 7,978
 - (Column D + E on G703) \$ 0
 - b. 10% of Stored Material \$ 0
 - Column F on G703) \$ 7,978
 - Total Retainage (Lines 5a +5b) \$ 7,978
 - or Total in Column I of G703 \$ 151,581

6. TOTAL EARNED LESS RETAINAGE \$ 151,581
- (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 10,650
8. CURRENT PAYMENT DUE \$ 140,931
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 7,978

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	ONE REFRIGERATOR	\$ 559.00	\$
Total approved This Month		\$ 559.00	\$
TOTALS		\$ 559.00	\$
NET CHANGES BY CHANGE ORDER		\$ 559.00	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Eagle America Corp.
 By: *J. A. Pero* Date: *7/19/09*
 State of Illinois County of Cook
 Subscribed and sworn to before me this *11* day of *July* 2009
 Notary Public: *[Signature]*
 My Commission expires: *11/1/11*
 "OFFICIAL SEAL"
 Austin McMackin
 Notary Public, State of Illinois
 My Commission Expires Nov. 1, 2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ _____

(Attach explanation if amount certified differs from the amount applied Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: _____
 By: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702 - 1992

AIA DOCUMENT G702

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AIA DOCUMENT G703

CONTINUATION SHEET

APPLICATION N°: **K.P. 005**

**PROJECT:
CONTRACT FOR:
SENIOR SUITES OF KELVYN PARK
APPLIANCES & BLINDS**

APPLICATION DATE: **06/15/09**

PERIOD TO: **06/30/09**

PROJECT N°: **08061-129**

CONTRACT DATE: **11/7/08**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

in Tabulation below, amounts are stated to the nearest dollar.

Use column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G / C)			
1	Refrigerator	46,536	46,536	0	0	0	46,536	100%	0	0.10
2	Electric Range	32,727	32,727	0	0	0	32,727	100%	0	0
3	Range Hoods & Hood Shields	8,568	8,568	0	0	0	8,568	100%	0	0
4	Air Conditioners	36,963	36,963	0	0	0	36,963	100%	0	0
5	Thru Wall A/C Case	7,290	7,290	0	0	0	7,290	100%	0	0
6	Rear Grill Architectural	6,312	6,312	0	0	0	6,312	100%	0	0
7	Coin Op. Washer/Dryers	8,604	8,604	0	0	0	8,604	100%	0	0
8	Mini-blinds	12,000	0	12,000	0	0	12,000	100%	0	0
9	Change Order # 1	559	0	559	0	0	559	100%	0	0
GRAND TOTAL		159,559	147,000	12,559	0	0	159,559	100%	0	0

