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Doc#: 0931056044 Fee: \$31.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/06/2009 04:04 PM Pg: 1 of 5

DOCUMENT PREPARED BY

AND RETURN TO:

Professional Contractors Experts Corp.
1015 Glendale St.
Chicago, IL 60606
(773) 653-0015

STATE OF ILLINOIS

COUNTY OF COOK

SUBCONTRACTOR'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 \$3,640.00, 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:

**ATG Trust# L008-182 & Villas of Glen Park LLC
1865 Admiral Ct.
Glenview, IL 60026**

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

**Wayne & Shelly Bistram
44 Pine Lane
Colchester, VT 05446**

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

**Pluta Construction
3409 N Paulina St.
Chicago, IL 60657**

THE LIEN CLAIMANT, **Professional Contractors Experts Corp.** ("Claimant"), original contractor, claims a lien against the real estate, more fully described below, and against the interest of

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the following entities in the real estate: **ATG Trust# L008-182 & Villas of Glen Park LLC**, owner, **Wayne & Shelly Bistram**, mortgagee (collectively "Owner"), **Pluta Construction**, contractor, and any other party claiming an interest in the real estate, more fully described below, through, or under the Owner, stating as follows:

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: **04 28 400 006 0000**

which property is commonly known as **3111 W. Lake St., Glenview, IL 60025** (collectively "Project").

2. On information and belief, said Owner contracted with **Pluta Construction** ("Contractor") for certain improvements to said premises.

3. General Contractor entered into the Subcontract on **8/4/2009** with the full knowledge, consent, and authorization of Owner. The Owner knowingly permitted the General Contractor to enter into the Subcontract with Claimant.

4. Claimant completed its work under its contract on **8/30/2009**, which entailed **Labor and Material Installation of Siding, fascia, soffit** to said premises.

5. There is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of **(\$3,640.00)** 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 **(\$3,640.00)** 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	\$10,140.00
B. Change Orders	\$0.00
C. Adjusted Based Contract	\$10,140.00
D. Amount Paid to Date (Credit)	\$6,500.00
E. Value of Lienable Work Performed As To Date of Completion	\$3,640.00
F. Statutory 10% Interest	\$67.81
Total Principal Amount of Lien	\$3,707.81

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

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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.

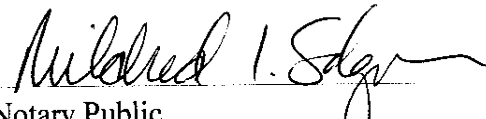
8. To the extent permitted by law, all waivers of lien heretofore given by Claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by Claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice and claim for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

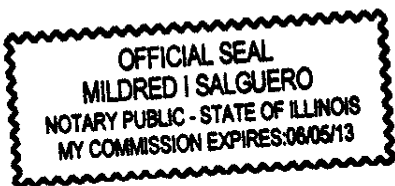
VERIFICATION

The undersigned, , being first duly sworn, on oath deposes and states that he is the agent of **Professional Contractors Experts Corp.**, 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: 

Subscribed and sworn to before me on this Sixth Day of November of 2009.


Notary Public



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PARCEL 1: THE NORTH 384.0 FEET (EXCEPT THE WEST 879.25 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR LAKE AVENUE) OF THE WEST 30 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENVIEW, IN COOK COUNTY, ILLINOIS, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 45 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 113.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 106.56 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 45 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 113.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 16 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 106.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE NORTH 384.0 FEET (EXCEPT THE WEST 879.25 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR LAKE AVENUE) OF THE WEST 30 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENVIEW, IN COOK COUNTY, ILLINOIS, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 207.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 45 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 113.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 136.09 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 45 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 113.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 16 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 136.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**LEGAL DESCRIPTION FOR EASEMENT FOR INGRESS, EGRESS AND DRIVEWAY**

THE NORTH 384.0 FEET (EXCEPT THE WEST 879.25 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR LAKE AVENUE) OF THE WEST 30 ACRES OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENVIEW, IN COOK COUNTY, ILLINOIS, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 45 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 3.55 FEET TO THE POINT OF BEGINNING; CONTINUING, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 24.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH WEST LINE OF SAID TRACT, A DISTANCE OF 197.91 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 45 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 24.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 16 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH WEST LINE OF SAID TRACT, A DISTANCE OF 197.91 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

KNOWN AS PART OF 3111 WEST LAKE AVENUE, GLENVIEW, ILLINOIS 60026
PERMANENT INDEX NUMBER: 04-28-400-006-000 (Affects this Parcel and other land)

TOGETHER WITH all improvements now or hereafter located on the or hereafter added to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the Realty, all licenses and permits used or required in connection with the use of the Realty, and all estate, right, title, and interest of Mortgagor thereunder, (the Realty, together with the foregoing real property, tangible personal property, and intangible personal property, are collectively referred to in this Mortgage as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in and to the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, to or in anyway appertaining, and the reversion and reversions thereof, and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim, and demand, whatsoever, as well in law as in equity, of Mortgagor, and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee.