



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Doc#: 0936229055 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/28/2009 03:19 PM Pg: 1 of 5

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

2 East Erie Condominium Association,)
)
Claimant,)
)
vs.)
)
Bijan Realty, LLC,)
)
Defendant.)

Claim for lien for \$63,539.84
plus interest from August 4, 2009

CLAIM FOR LIEN

2 East Erie Condominium Association ("Claimant"), hereby files its Claim for Lien against Bijan Realty, LLC ("Defendant"), and states as follows:

1. Reference is made to that certain Reciprocal Easement Agreement (the "REA") recorded with the Cook County Recorder of Deeds on April 7, 2000 as Document No. 00246970, that certain First Amendment to Reciprocal Easement Agreement (the "First Amendment to REA") recorded with the Cook County Recorder of Deeds on May 9, 2006 as Document No. 0512904177, and that certain Sub-Reciprocal Easement Agreement (the "Sub-REA") recorded with the Cook County Recorder of Deeds on May 9, 2005 as Document No. 0512904178.

2. Claimant is the "Owner of the Residential/Garage Property", as that term is defined in the First Amendment to REA and in the Sub-REA.

3. Defendant is the "Owner of the Retail Property", as that term is defined in the First Amendment to REA and the Sub-REA, which property is located in the City of Chicago, Cook County, Illinois, commonly known as 663 N. State Street, Chicago, Illinois 60610, and legally described on Exhibit A attached hereto.

4. Section 8.3 of the Sub-REA obligates the Defendant, as the Owner of the Retail Property, to reimburse Claimant for that portion of the cost of heating and cooling the Apartment Building attributable to the Retail Property.

5. Section 9.1 of the Sub-REA provides that full payment of all amounts due from Defendant to Claimant must be made within ten days after demand, and Section 9.1 of the Sub-REA further provides that if Defendant fails to make payment of amounts due Claimant within ten (10) days after demand therefor, Claimant shall have a lien against the Retail Property.

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6. Section 9.6 of the Sub-REA provides that interest shall accrue on all amounts owed pursuant to the Sub-REA at the maximum rate of interest that is lawful in Illinois, and Section 9.10 of the Sub-REA requires that Defendant pay the reasonable attorneys' fees and court costs incurred by Claimant in successfully enforcing its rights under the Sub-REA.

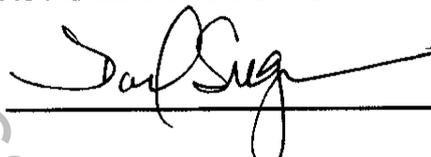
7. By written notice dated August 4, 2009, Claimant gave notice to Defendant that Defendant was indebted to Claimant, pursuant to Section 8.3 of the Sub-REA, in the amount of \$63,539.84 for that portion of the cost of heating and cooling the Apartment Building attributable to the Retail Property for the period January 1, 2006 through June 30, 2008.

8. No portion of the \$63,539.84 due Claimant from Defendant has been paid.

9. After allowing all just credits, the principal balance due from Defendant to Claimant as of August 4, 2009 is \$63,539.84 plus subsequently accruing interest, for which Claimant claims a lien on said land and improvements, plus the amount of any lawful charges which become due and owing and remain unpaid.

Dated: December 21, 2009

2 EAST ERIE CONDOMINIUM ASSOCIATION

By: 

Document prepared by and
after recording return to:

David Sugar, Esq.
Arnstein & Lehr LLP
120 S. Riverside Plaza
Suite 1200
Chicago, IL 60606

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

PARTS OF LOTS 7 AND 8 TOGETHER WITH THE WEST 30 FEET OF LOT 9 IN BLOCK 39 OF ASSESSOR'S DIVISION OF PARTS OF BLOCKS 33 AND 53, AND BLOCKS 39, 46 AND 47 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 28, 1860, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

RETAIL PARCEL

AT AND ABOVE +13.16 C.C.D. AND AT AND BELOW +33.82 C.C.D.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, ALSO BEING THE INTERSECTION OF THE NORTH LINE OF EAST ERIE STREET, 74 FEET IN WIDTH, AND THE EAST LINE OF NORTH STATE STREET, 66 FEET IN WIDTH; THENCE NORTH 00 DEGREES, 07 MINUTES AND 17 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 5.75 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 3.71 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 2.83 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 3.71 FEET TO SAID WEST LINE OF LOT 7; THENCE NORTH 00 DEGREES 07 MINUTES 17 SECONDS WEST ALONG SAID WEST LINE 15.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 3.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 47.98 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 28.97 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 20.87 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 5.99 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 6.49 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 2.62 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 41.21 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 21.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 3.50 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE 5.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 3.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 3.17 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 3.50 FEET TO SAID SOUTH LINE OF LOT 7; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE 10.97 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

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NON-EXCLUSIVE EASEMENTS AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN STATE AND ERIE PARTNERS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND THE CHICAGO AND NORTHEAST ILLINOIS COUNCIL OF CARPENTERS DATED MARCH 27, 2000 AND RECORDED APRIL 7, 2000 AS DOCUMENT NUMBER 00246790, OVER THE LAND DESCRIBED THEREIN AND SUBJECT TO ITS TERM, INCLUDING THOSE PURSUANT TO SECTIONS 22 THOURGH 3.9 AND 21.3 BY SAID AGREEMENT.

AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN STATE AND ERIE PARTNERS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND THE CHICAGO AND NORTHEAST ILLINOIS COUNCIL OF CARPENTERS DATED MAY 9, 2005 AND RECORDED 5-9-05 AS DOCUMENT NUMBER 05294177, WHICH PROVIDES FOR THE BENEFIT OF PARCEL 1 THE EXCLUSIVE RIGHT TO USE FOUR (4) PARKING SPACES.

PARCEL 4

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SUB-RECIPROCAL EASEMENT AGREEMENT PERTAINING TO THE RESIDENTIAL, RETAIL AND GARAGE PORTIONS OF THE PROPERTY COMMONLY KNOWN AS 2 EAST ERIE, CHICAGO, ILLINOIS, MADE BY STATE & ERIE LEVEL PARTNERS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY DATED March 27, 2000 RECORDED 05-9-05 AS DOCUMENT NUMBER 052904178 FOR STRUCTURAL MEMBERS, FOOTINGS, CAISSON, FOUNDATIONS, COLUMNS AND BEAMS AND OTHER SUPPORTING COMPONENTS, UTILITIES OR OTHER SERVICES ENCROACHMENTS, AND MAINTENANCE OF FACILITIES.

PIN: 17-10-107-018-1467

