



Doc#: 1012718110 Fee: \$39.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/07/2010 04:35 PM Pg: 1 of 13

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& RETURN TO:  
RYAN LAW GROUP, LLC  
1030 WEST WRIGHTWOOD  
SUITE H  
CHICAGO, ILLINOIS 60614

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**ORIGINAL CONTRACTOR'S CLAIM OF LIEN (MECHANICS)**

STATE OF ILLINOIS

SS

COUNTY OF COOK

THE CLAIMANT, **MASTERMIND INVESTMENTS, LLC**, HEREBY FILES ITS LIEN AS A CONTRACTOR AGAINST THE REAL PROPERTY DESCRIBED IN EXHIBIT A AND AGAINST THE INTEREST OF **ROSS HARRIS, LLC**, (HEREINAFTER OWNER) IN THAT REAL PROPERTY.

ON MAY 5<sup>TH</sup>, 2010, OWNER OWNED FEE SIMPLE TITLE TO THAT CERTAIN LAND DESCRIBED IN EXHIBIT A ATTACHED HERETO, INCLUDING ALL LAND AND IMPROVEMENTS THEREON IN THE COUNTY OF COOK, STATE OF ILLINOIS.

**PERMANENT INDEX NUMBER:** 20-07-208-039-0000

**COMMONLY KNOWN AS:** 4856 SOUTH WINCHESTER, CHICAGO, ILLINOIS 60609

**OWNER OF RECORD:** ROSS HARRIS, LLC

ON NOVEMBER 24<sup>TH</sup>, 2009, CLAIMANT MADE A WRITTEN CONTRACT WITH A.N.B.B., INC. TO FURNISH ALL LABOR AND MATERIALS, EQUIPMENT AND SERVICES NECESSARY FOR THE REHABILITATION OF THE BUILDING ERECTED ON SAID LAND FOR THE SUM OF \$19,840.00, AND ON OR ABOUT MARCH 1<sup>ST</sup>, 2010, COMPLETED THEREUNDER THE WORK AGREED TO. A COPY OF THE CONTRACT IS ATTACHED HERETO EXHIBIT B.

THAT SAID OWNER IS ENTITLED TO \$0.00 CREDITS ON ACCOUNT THEREOF, LEAVING DUE, UNPAID AND OWING TO THE CLAIMANT, ON ACCOUNT THEREOF, AFTER ALLOWING ALL CREDITS, THE BALANCE OF \$23,822.94 (ORIGINAL CONTRACT AMOUNT PLUS ADDITIONAL LABOR, RECEIPTS TO BE PROVIDED UPON

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REQUEST), PLUS INTEREST ACCRUING AT 10% PER ANNUM. ALSO DUE IS THE FILING FEE OF \$100.00, THE RELEASE OF LIEN FEE OF \$150.00, TITLE SEARCH FEE OF \$65.00, FOR A TOTAL OF \$24,137.94. FOR WHICH, WITH INTEREST, THE CLAIMANT CLAIMS LIEN ON SAID LAND AND IMPROVEMENTS.

STATE OF ILLINOIS

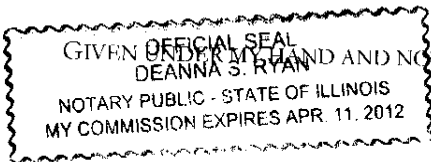
SS

COUNTY OF COOK

THE AFFIANT, MASTERMIND INVESTMENTS, LLC, BY EMILIO CORTEZ, BEING FIRST DULY SWORN ON OATH DEPOSES AND SAYS THAT HE IS THE CLAIMANT, THAT HE HAS READ THE FOREGOING NOTICE AND CLAIM FOR LIEN, KNOWS THE CONTENT THEREOF, AND THAT ALL THE STATEMENTS CONTAINED THEREIN ARE TRUE.

*Emilio Cortez* (SEAL)  
MASTERMIND INVESTMENTS, LLC, BY EMILIO CORTEZ

STATE OF ILLINOIS, COUNTY OF COOK, SS. I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT EMILIO CORTEZ, IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME HE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.



GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS 5<sup>th</sup> DAY OF MAY, 2010.

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 06 11, 12

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOT 24 IN BLOCK 23 IN THE CHICAGO UNIVERSITY SUBDIVISION OF PARTS OF SECTION 6 AND 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: **20-07-208-039-0000**

COMMONLY KNOWN AS: 4856 SOUTH WINCHESTER, CHICAGO, ILLINOIS 60609

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## Exhibit B

### CONSTRUCTION CONTRACT

THIS AGREEMENT is hereby made as of this 24<sup>th</sup> day of November, 2009, by and between MASTERMIND INVESTMENTS, LLC, an Illinois limited liability company ("Contractor"), having a principal place of business at 6117 W. Montrose Avenue, Chicago, IL 60634, and A.N.B.B., Inc., an Illinois corporation ("Developer") having a principal place of business at 305 S. OAK PARK Chicago, Illinois, for the provision of construction services as provided below: OAK PARK 60302

WHEREAS, Contractor is in the business of providing real estate construction, rehabilitation, and remodeling services;

WHEREAS; Developer is in the business of acquiring, developing, constructing, rehabilitating, and marketing real estate; and has acquired interests in real estate by which Developer seeks to develop, rehabilitate, improve, and sell such real estate;

WHEREAS; Developer desires to engage Contractor, and Contractor agrees to accept such engagement for the provision of building construction services;

NOW THEREFORE, in mutual exchange of valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.

#### I. Master Agreement and Contract Documents

This agreement may pertain to the improvement and development of multiple properties, in which case, this agreement shall be referred to as the "Master Agreement". The contract documents include the terms of this Master Agreement and, by reference, the set of construction schedules listed below corresponding to each property subject to this Master Agreement:

1. Schedule A – Scope of Work/Schedule
2. Schedule B – Material Cost List
3. Schedule C - Change Order/Punch List
3. Schedule D – Final Payment – Labor Cost

Each set of construction schedules (Schedules A, B, C, D) shall be identified by the property's address and shall be incorporated herein by reference. The construction schedules shall describe, in sufficient detail, the services to be performed, material lists, change orders/punch list, and payment terms for such property.

#### II. Services Provided.

Contractor will furnish all labor and equipment necessary to complete the construction, rehabilitation, repairs, alterations and improvements described in this Agreement and the construction schedules pertaining to each property. The parties shall conduct an initial inspection of the subject property(s) to determine the scope of work, estimated schedule/time frame for

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completion, material requirements, fixed price labor cost, and material costs. The parties shall agree upon the fixed price labor cost prior to commencement of any work. The fixed price labor cost may be modified only by written agreement of the parties.

### III. Payment

- (a) Labor. Developer shall pay Contractor the agreed upon labor cost per property upon the sale of said property in accordance with Schedule D of the Contract Documents. Contractor agrees that Developer is under no obligation to pay Contractor any compensation for labor during the construction of the property(s). Developer acknowledges and agrees that Contractor may attach a contractor's lien against the subject property in the event that Developer fails to pay Contractor as provided herein.
- (b) Materials. Developer shall pay for all materials and supplies as reasonably required for the completion of the project(s) in accordance with the contract documents and Schedule B. Contractor shall be responsible for the pickup and delivery of said materials to the job sites.
- (c) Lien Waivers. Contractor shall deliver a release of lien for the subject property(s) upon final payment of all labor costs due Contractor.

### IV. Change Orders/Punch Lists.

- (a) Change Orders. All work change orders and changes in labor cost and or material cost must be approved in writing and signed by all the parties. The parties agree that changes resulting in the furnishing of additional labor will be paid for upon the sale of the subject property(s) in accordance with Schedule D.
- (b) Final Inspection & Punch List. Upon notification by the Contractor of substantial completion of the work, the Developer and the Contractor will inspect the work performed, and at that time the parties will prepare a punch list that identifies any incomplete work or deficiencies in workmanship or materials. The Developer may retain the value of the punch list work from the final payment until the punch list items are complete. Completion of the punch list items must be made within 7 days from the date of the punch list preparation. When the punch list items are completed, the Developer will pay the Contractor the balance of the contract price within 5 days of the demand. At that time, the Contractor will deliver to the property Developer a release of all liens.

### V. Permits, Licenses, and Approvals

The Contractor will obtain and pay for local building and construction permits, and will obtain and pay the fees for the governmental inspections that are necessary for the construction and occupancy of the finished structure, except as otherwise provided in this contract. The Developer will secure and pay for any easements, variances, zoning changes, necessary modifications of restrictive covenants, or other actions. The Developer will indicate the property lines to the Contractor and will provide boundary stakes by a licensed land surveyor if the Developer is in doubt about the property boundaries.

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## VI. Insurance and Risk of Loss

The Developer agrees to maintain insurance covering the replacement cost of the improvement under contract in the event of loss through fire, casualty, storm or other disasters, and theft of materials from the site. The Contractor agrees to maintain workers' compensation insurance and liability insurance to protect the Developer from liability claims from its agents, workers, employees, owners, contractors, officers, guests, invitees, etc., for damages because of bodily injury, including death, and from liability for damages to property. Before beginning the work, the Contractor will furnish a certificate of that insurance to the Developer.

## VII. Access

The Developer will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation.

## VIII. Site Conditions

The Developer acknowledges that this contract is based upon the Contractor's observation of conditions. Conditions which could not be known by a reasonable inspection, such as termite damage, hidden water damage, hidden code violations, or other concealed conditions, may require extra labor or materials, which are not part of this contract. If such hidden conditions are discovered, the Contractor will notify the Developer and will attempt to reach an agreement for a change order to this contract that addresses those problems.

## IX. Warranties

The Contractor guarantees that the work will meet trade standards of good workmanship. The contractor will maintain all manufacturers' warranties. The customer is limited to the manufacturers' warranties for defects in the manufacture of materials. All Contractors' warranties are limited to a period of no more than one year. The Contractor's warranties are limited to the cost of labor and materials only, and exclude ordinary wear and tear or abuse by others.

**X. Indemnification.** Contractor hereby fully holds harmless and indemnifies Developer, its owners, agents, employees, successor, and assigns, for any and all claims, causes of action, damages, liabilities, costs, and expenses arising from, and or related to Contractor's provision of services, non-performance, actions and or inactions in the performance of this Agreement, and or construction workmanship, whether negligent or otherwise, whether such claim by third party or otherwise. Contractor shall indemnify and pay Developer the amount of any increased costs and expenses, damages, and or losses related to Contractor's mistakes, unsatisfactory workmanship, waste, defective, and or deficient services and or construction. Such indemnification shall not be limited to the proceeds of any relevant insurance policy.

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## XI. Dispute Resolution

All the parties will cooperate with each other to resolve conflicts informally. In the event that is not possible, conflicts between the parties will be resolved by arbitration provided by

\_\_\_\_\_ The conflict will be decided according to the Construction Industry Rules of the American Arbitration Association, and the laws of the state where the project is located. The arbitrator will award reasonable costs and expenses, including attorney fees, to the prevailing party.


**XII. Personal Guaranty.** In consideration for, and as an inducement to Contractor to enter into this Agreement, the undersigned shareholder(s) of A.N.B.B., Inc. hereby agrees to fully guaranty Contractor the payment for labor services under the terms of this Agreement and Contract Documents.

**XIV. Termination.** Either party may terminate this Agreement upon 5 days written notice. In the event of termination, where the Contractor has previously provided construction services, the parties shall inspect the progress of services satisfactorily performed and determine a completion percentage of the scope of work as described in Schedule A. Developer then shall pay Contractor an amount equal to the completion percentage multiplied by the initial Fixed Labor Cost price for all construction services rendered prior to termination. Developer shall have no obligation to pay for any labor cost for any construction services and or workmanship considered to be unsatisfactory in quality, defective, and or deficient as determined by the sole discretion of the Developer. Upon termination, Contractor shall pay Developer for any increased costs and expenses related to Contractor's mistakes, unsatisfactory workmanship, waste, defective, and or deficient services and or construction.

## XV. Signatures & Execution.

We, the undersigned, have read and understood this entire contract including documents attached by reference. We acknowledge that this document and attached construction schedules constitute the entire agreement between the parties. This contract is not binding upon the Contractor or the Developer unless signed by all parties.

**CONTRACTOR:**  
MASTERMIND INVESTMENTS, LLC

By:   
Its: Managing Member

**DEVELOPER:**  
A.N.B.B., INC.

By:   
Its: President

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4. HVAC:

Completion Date: \_\_\_\_\_

5. Kitchens:

Completion Date: \_\_\_\_\_

6. Bathrooms:

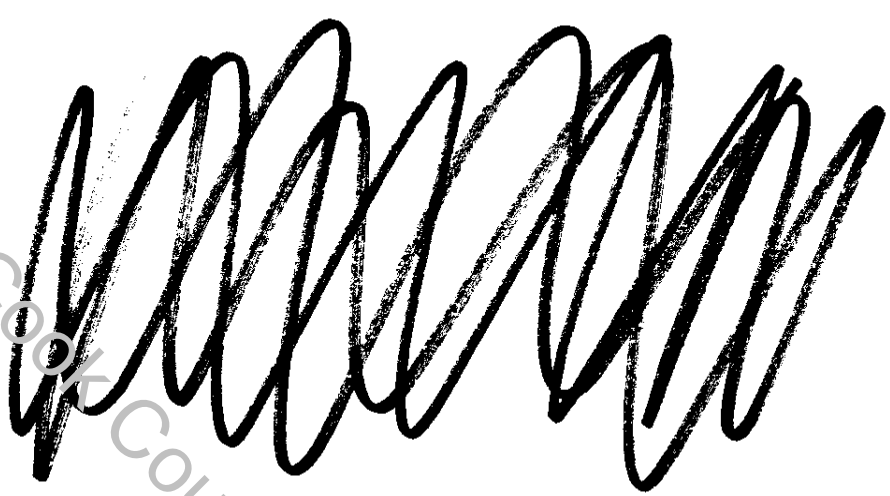
Completion Date: \_\_\_\_\_

7. Finish/Paint:

Completion Date: \_\_\_\_\_

8. Exterior – Siding, Roof, Porch, Landscape

Completion Date: \_\_\_\_\_



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## SCHEDULE A SCOPE OF WORK - TIME SCHEDULE

PROPERTY ADDRESS: 4856 S. Winchester  
Chicago, IL 60609

PROJECT START DATE: \_\_\_\_\_  
PROJECT COMPLETION DATE: \_\_\_\_\_  
PROJECT SUPERVISOR: Emilio Colletti  
PHONE/PAGER: 773-408-6381

### SCOPE OF WORK - see attached estimate

1. Construction/Structure/Carpentry:

Completion Date: \_\_\_\_\_

2. Electrical:

Completion Date: \_\_\_\_\_

3. Plumbing:

Completion Date: \_\_\_\_\_

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**SCHEDULE B**  
**MATERIAL COST LIST**

PROPERTY ADDRESS: 4856 S. Winchester  
Chicago, IL 60609

Material Cost not covered by this  
Contract. Not applicable.

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Mastermind Investments, LLC

50 E. 26th St.  
Chicago, IL 60616

Phone # 312-473-9742 dp.ventures@gmail.com

**Estimate****Date** 11/20/2009**Estimate #** 1

Name / Address
305 S. Oak Park Ave. Oak Park, IL 60302

**P.O. #****Terms****Due Date** 11/20/2009**Other**

Description	Qty	Rate	Total
Electrician		440.00	440.00
Plumbing		2,500.00	2,500.00
Garbage		800.00	800.00
Garage Door		500.00	500.00
Carpeting		1,700.00	1,700.00
General Labor Charges		7,500.00	7,500.00
Management Fee		5,000.00	5,000.00
Interest on \$14K Loan		1,400.00	1,400.00
		<b>Subtotal</b>	\$19,840.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$19,840.00

Mastermind Investments, LLC

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SCHEDULE C  
CHANGE ORDER/PUNCH LIST

PROPERTY ADDRESS: 4856 S. Winchester  
Chicago, IL 60609

All changes were agreed upon and included in original estimate.

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**SCHEDULE D**  
**FINAL PAYMENT-LABOR COST**

PROPERTY ADDRESS: 4856 S. Wilchester  
Chicago, IL 60609

INITIAL FIXED LABOR COST: \$ 19,840.00

AGREED UPON CHANGE: \$ \_\_\_\_\_

FINAL LABOR COST: \$ 19,840.00

The Final Labor Cost shall be paid at the closing of the sale of the subject property.

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