

**DOCUMENT RECORDED BY
AND RETURN TO:**

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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 \$97,082.53, plus interest pursuant to 770 ILCS 60/1 and attorney fees pursuant to 770 ILCS 60/1.

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

**Ford Motor Company
One American Road
Dearborn, MI 48126**

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

**Bruce L. Bisson and Wilmington Trust Company
1100 North Market St
Wilmington, DE 19890**

TO CONTRACTOR OR REPUTED CONTRACTOR VIA CERTIFIED MAIL R/R &

Tuesday, October 26, 2010

Lien ID: 3788-5612

UNOFFICIAL COPY**REG. US MAIL:**

Niles CCI
5048 Pilgram Road
Flint, MI 48507

THE LIEN CLAIMANT, ("Claimant"), original contractor, claims a lien against the real estate, more fully described below, and against the interest of the following entities in the real estate: **Ford Motor Company**, owner, **Bruce L. Bisson and Wilmington Trust Company**, mortgagee (collectively "Owner"), **Niles CCI**, 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: 25-25-402-001-0000

which property is commonly known as **12600 S Torrence, Chicago, IL 60633** (collectively "Project").

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

3. General Contractor entered into the Subcontract on **6/17/2010** 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 **7/26/2010**, which entailed **Ford paint shop cleaning, ford fire paint shop cleaning** to said premises.

5. There is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of **(\$97,082.53)** 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 **(\$97,082.53)** 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	\$140,042.31
B. Change Orders	\$0.00
C. Adjusted Based Contract	\$140,042.31
D. Amount Paid to Date (Credit)	\$42,959.78

Tuesday, October 26, 2010

Page 2 of 3

Lien ID: 3788-5612

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E. Value of Lienable Work Performed As To Date of Completion	\$97,082.53
F. Statutory 10% Interest	\$2,447.01
Total Principal Amount of Lien	\$99,529.54

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 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.

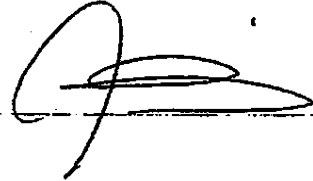
7. At all relevant times Owner was aware that Claimant was providing labor and materials for the benefit of the Project and the Property.

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 , 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 Twenty-sixth Day of October of 2010.

Notary Public

MICHAEL BOWMAN
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires Feb. 4, 2012
 Acting in the County of OAKLAND

Tuesday, October 26, 2010

Lien ID: 3788-5612

Page 3 of 3

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Legal Description

File – 100747 – Cook County, IL

that part of the Southeast 1/4 of Section 22, Township 35 North, Range 14 East of the Third Principal Meridian, Bloom Township, Cook County, Illinois, described as follows:

Beginning at a point in the East and West centerline of said Section 22, 200 feet East of the Northwest corner of the Southeast 1/4 of Section 22; thence east along said east and west center line of section 22, said line making an angle of 89 degrees 49 minutes 40 seconds with a line which is 200 feet east of and parallel to the north and south center line of section 22, when turned from the south to the east a distance of 2443.94 feet to the northeast corner of the southeast 1/4 of section 22; thence south along the east line of section 22, said line making an angle of 90 degrees 21 minutes 40 seconds with the east and west center line of section 22 when turned from the west to the south a distance of 2608.05 feet to the point of intersection with the north right of way line of the Michigan Central Railroad Company; thence west along the last described line said right of way line making an angle of 89 degrees 20 minutes 00 seconds with the east line of section 22 when turned from the north to the west a distance of 400 feet to the point of intersection with a line which is 400 feet west of and parallel to the east line of section 22; thence north along the last described line said line making an angle of 90 degrees 40 minutes 00 seconds with the north right of way line of the Michigan Central Railroad Company when turned from the east to the north a distance of 150 feet to the point of intersection with a line which is 150 feet north of and parallel to the north right of way line of the Michigan Central Railroad Company; thence west along the last described line said line making an angle of 90 degrees 40 minutes 00 seconds with a line 400 feet west of and parallel to the east line of section 22 when turned from the south to the west a distance of 2051.99 feet to the point of intersection with a line which is 200 feet east of and parallel to the north and south center line of section 22; thence north along the last described line said line making an angle of 90 degrees 28 minutes 40 seconds with a line 150 feet north of and parallel to the north right of way line of the Michigan Central Railroad Company when turned from the east to the north, a distance of 2444.81 feet to the point of beginning;

except that part thereof conveyed by Ford Motor Company to County of Cook by deed dated January 28, 1963 and recorded June 7, 1963 as document number 18818421, and described as the east 50 feet of said southeast quarter of section 22 lying north of the north right of way line of the Michigan Central Railroad, and the north 50 feet of the west 200 feet of the east 250 feet of said southeast quarter of section 22.