

**DOCUMENT RECORDED BY
AND RETURN TO:**

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DOCUMENT PREPARED BY:

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Wood Dale, IL 60191
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STATE OF ILLINOIS
COUNTY OF COOK

ORIGINAL CONTRACTOR'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 \$500.00, plus interest pursuant to 770 ILCS 69/1 and attorney fees pursuant to 770 ILCS 60/17.

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

**JOHN F. PRETTO AND JENNIFER L. PRETTO
258 BRIARWOOD
Palatine, IL 60067**

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

**IMPAC FUNDING CORPORATION
1401 DOVE STREET, SUITE 100
Newport Beach, CA 92660**

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THE LIEN CLAIMANT, **Trusty Warns Inc.** ("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: **JOHN F. PRETTO AND JENNIFER L. PRETTO**, owner, **IMPAC FUNDING CORPORATION**, mortgagee, 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: **02 35 301 033 0000**

which property is commonly known as **258 BRIARWOOD, Palatine, IL 60067** (collectively "Project").

2. On information and belief, said Owner contracted with Claimant for certain improvements to said premises.

3. Owner entered into a **written contract** with Claimant on **1/20/2010**.

4. Claimant completed its work under its contract on **1/20/2010**, which entailed **LABOR & MATERIAL INSTALLATION OF BACKUP BATTERY SYSTEM AND SERVICE TO SUMP PUMP** to said premises.

5. There is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of **(\$500.00)** 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 **(\$500.00)** 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	\$500.00
B. Change Orders	\$0.00
C. Adjusted Based Contract	\$500.00
D. Amount Paid to Date (Credit)	\$0.00
E. Value of Lienable Work Performed As To Date of Completion	\$500.00
F. Statutory 10% Interest	\$45.48
Total Principal Amount of Lien	\$545.48

Claimant states that no apportionment or allocation of this claim for lien is required by law. In the event

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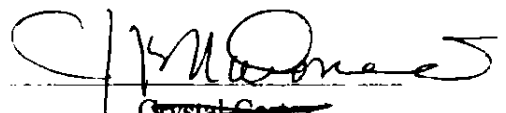
that allocation or apportionment is held to be required, and only in that event, Claimant claims a lien on each residential, commercial, parking, and/or other proposed units by allocating a percentage of the total amount owed to Claimant on each unit and/or by parcels shown in the legal description by 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.

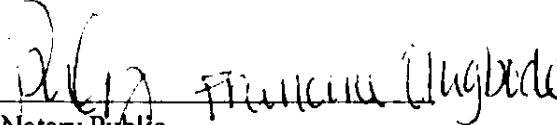
8. To the extent permitted by law, all waivers of lien heretofore given by Claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by Claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice and claim for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

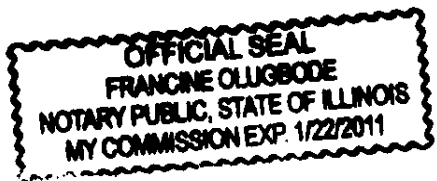
VERIFICATION

The undersigned, ~~Crystal Cortez~~ ^{Pamela McDonald}, being first duly sworn, on oath deposes and states that he is the agent of ~~Trusty Warras Inc.~~, 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: 
~~Crystal Cortez~~
Pamela McDonald

Subscribed and sworn to before me on this Eighteenth Day of December of 2010.


Notary Public
1/14/11



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ALTA COMMITMENT
Schedule B - Exceptions Cont.
File Number: TM223584
Assoc. File No: 32384MCJJ

STEWART TITLE

GUARANTY COMPANY
HEREIN CALLED THE COMPANY

COMMITMENT - LEGAL DESCRIPTION

LOT 32 IN PLUM GROVE ESTATES UNIT #2, BEING A SUBDIVISION OF THE NORTHEAST ¼ OF THE
SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

STEWART TITLE GUARANTY
COMPANY