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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 \$2,317.87, plus interest pursuant to 770 ILCS 50/1 and attorney fees pursuant to 770 ILCS 60/17.

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

RODNEY C. BROWN 1707 WHITE STREET Des Plaines, IL 60018

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

THE LIEN CLAIMANT, ("Claimant"), original contractor, claims a lien against the real estate,

Tuesday, February 15, 2011

Lien ID: 3832-5786

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more fully described below, and against the interest of the following entities in the real estate: **RODNEY C. BROWN**, owner, , 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: 09 28 108 078

which property is commonly known as 1707 WHITE STREET, Des Plaines, IL 60018 (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 7/15/2010.
- 4. Claimant completed its work under its contract on 7/21/2010, which entailed LABOR & MATERIALS-REPLACEMENT OF ROOF, SOFFIT, AND FASCIA PER INSURANCE CLAIM to said premises.
- 5. There is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of (\$2,317.87) 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 (\$2,317.87) 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	\$5,710.00
B. Change Orders	60.00
C. Adjusted Based Contract	\$3,710.00
D. Amount Paid to Date (Credit)	\$1,392.13
E. Value of Lienable Work Performed As To Date of Completion	\$2,317.87
F. Statutory 10% Interest	\$128.91
Total Principal Amount of Lien	\$2,446.78

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

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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, MIKE SUTTCLIFFE, 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

MIKE SUTTCLIFFE

PL Clark's Office

Subscribed and sworn to before me on this Fifte enth Day of February of 2011.

Notary Public

OFFICIAL SEAL
DANIEL BOONE
NOTARY PUBLIC, STATE OF HILINOIS
MY COMMISSION EXPIRES 5-23-2011

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the County [Type of Recording Jurisdiction]

Cook αf

[Name of Recording Jurisdiction]:

The north 7 feet of the forty six (46) and lot forty-seven (except the north 5 f(et thereof) (47), in block eight (8) in White's Riverview Addition, a subdivision of the northwest quarter (1/4) of section 28, township 41 north, range 12 east of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID Number:

09-28-108-078

which currently has the address of

[Street]

1707 White St Des Plaines

("Property Address"):

[Zip Code]

which current,
(City), !!!inois 60018 TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby 'onv eyed and has the right to mortgage, grant and convey the Property and that the Property is unencumber of except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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