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Doc#: 1104903060 Fee: \$36.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 02/18/2011 03:54 PM Pg: 1 of 10

Original Contractor's Mechanics Lien Claim

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Doc#: 1034313040 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/09/2010 01:21 PM Pg: 1 of 4

(above space for recorder's use)

WHEREFORE, on or about November 10, 2008, the Property Owners' of, 4101-07 W. IOWA CONDOMINIUM ASSOCIATION (hereinafter referred to as "Owners"), owned the following land with improvement in the County of Cook, State of Illinois, to wit:

See Legal Description attached hereto and incorporated herein as Exhibit "A."

commonly known as:

Owner:	Mortgagee/Lender:	Address:	PIN:
Felipe Lopez	HSBC Mortgage Services, Inc & Wilmington Finance,	4101 W. Iowa Unit 2	16-03-429-045-1002
ALBANIYA YOUKHANA	Credit Suisse Boston	4101 W Iowa St. Unit 3	16-03-429-045-1003
ALBANIYA YOUKHANA	Encore Credit Corp.	4101 W Iowa St. Unit 4	16-03-429-045-1004
Christiana Bank	Christiana Bank	4107 W. Iowa St., Unit 2	16-03-429-045-1008
ABEL DURAN	COUNTRYWIDE HOME LOANS, INC.	4107 W. Iowa St., Unit 3	16-03-429-045-1009
MATTHEW W. COOK	Accredited Home Lenders, Inc. & DEUTSCHE BANK NATIONAL TRUST COMPANY,	4107 W. Iowa St., Unit 4	16-03-429-045-1010
ARTURO VARGAS,	AMERICA'S WHOLESALE LENDER & THE BANK OF NEW YORK MELLON,	4107 W. Iowa St., Unit 6	16-03-429-045-1012
U.S. Bank N.A. & Credit Suisse Boston		4107 W. Iowa Unit 5,	16-03-429-045-1011

Chicago, IL 60651

WHEREFORE, on or about December 04, 2009, BRASFIELD CONSTRUCTION (hereinafter referred to as "Claimant"), 2121 Scoville Ave., Berwyn, Cook County, Illinois made a written contract with the Condominium Association (Owners) through its Association Board of

Re record ~~to~~ Add Exhibit "B"

COOK COUNTY CLERK'S OFFICE

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Directors to make the following improvements to 4101-07 W. Iowa St., Chicago, IL 60651 and all appurtenant common elements: See copy of Contract attached hereto and incorporated herein as Exhibit "B."

WHEREFORE, Claimant last performed work on the subject property on **September 23, 2010**.

WHEREFORE, Claimant was excused from full performance due to nonpayment of services and materials rendered resulting in the stoppage of work.

WHEREFORE, the Property Owners:

Agreed in the initial contract to pay:	<u>\$76,520.00</u>
Are entitled to credits for payment amounting to:	\$30,053.68
Leaving due, unpaid and owing to the Claimant:	<u>\$46,466.32</u>

As set forth in the Declaration of Condominium recorded July 08, 2005, as Document No. 0518939059 in Cook County, Illinois, pursuant to and in accordance with sections: 5.A thru 5.J; and 10; also pursuant to and in accordance with sections 9.1 (a), 18.4 (r) of the Illinois Condominium Property Act the total owed is apportioned as follows:

Unit No	PIN	Ownership %	Mech Lien % share
4101 Unit 2	16-03-429-045-1002	8.330%	\$ 6,207.52
4101 Unit 3	16-03-429-045-1003	8.330%	\$ 6,207.52
4101 Unit 4	16-03-429-045-1004	8.330%	\$ 6,207.52
4107 Unit 2	16-03-429-045-1008	8.330%	\$ 6,207.52
4107 Unit 3	16-03-429-045-1009	8.330%	\$ 6,207.52
4107 Unit 4	16-03-429-045-1010	8.330%	\$ 6,207.52
4107 Unit 5	16-03-429-045-1011	8.330%	\$ 2,998.80
4107 Unit 6	16-03-429-045-1012	8.350%	\$ 6,222.42
Total		100%	\$ 46,466.32

Lien Amount	\$ 46,466.32
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NOW THEREFORE, Lien Claimant hereby files an amended notice and claim for lien with attorneys fees and interest of 10%, against Subject Property and the improvements thereon, against the interests of Owners and any Other Interest Holders, either named or unnamed, and on monies or other considerations due or to become due from the Owners.

To the extent permitted by law, all waivers of liens given my Claimant, if any, in order to induce payments not received are hereby revoked. Acceptance of payment by Claimant of part, but not the entire amount claimed hereunder shall not operate to invalidate this notice.

BRASFIELD CONSTRUCTION, INC.

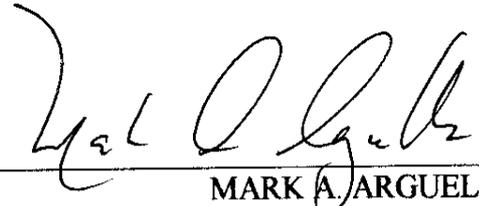

Its Attorney

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VERIFICATION

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Under penalties, as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned affiant, Mark A. Arguelles, first being duly sworn, on oath deposes, states and certifies that he is the authorized representative of Brasfield Construction, Inc., and he had read the foregoing Claim and has personal knowledge of the facts stated therein, and that the statements set forth in the foregoing Original Contractor's Amended Mechanics Lien are true and correct.



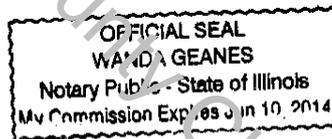
MARK A. ARGUELLES

Subscribed and sworn to before me this 09 day of December, 2010.

NOTARY PUBLIC

Wanda Geanes

My commission expires 06-10, 2014



This instrument was prepared by:

Rebecca S. Kohn
Law Offices of R.S. Kohn, Ltd.
425 W. Surf St., No. 613
Chicago, Illinois 60657
773.603.0425
Cook County Firm No. 45612

Property of Cook County Clerk's Office

Exhibit "A"

UNOFFICIAL COPY**LEGAL DESCRIPTION**

UNITS: 2, 3, 4 IN 4101 W. IOWA AND UNITS: 2,3,4,5,6 IN 4107 W. IOWA, ALL OF WHICH IS PART OF THE 4101-07 W. IOWA CONDOMINIUMS AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 80 IN FREDERICK H. BARTLETT'S CHICAGO AVENUE ALLOTMENT, BEING A SUBDIVISION OF BLOCKS 3 AND 4 IN RESUBDIVISION OF BLOCKS 5 AND 6 IN THE FOSTER SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 0518939039; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF S-5, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID. RECORDED AS DOCUMENT 0518939059.

ADDRESS:

4101-07 W. Iowa St., Chicago, IL 60651

Property of Cook County Clerk's Office



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Brasfield Construction

Estimated cost

P.O. #
DATE: NOVEMBER 10, 2009
REVISED:

2121 Scoville Ave,
Berwyn, IL 60402
Phone 708-717-0206 Fax 773-289-0513
Contact: Mark Arguelles

City of Chicago lic #: TGC009261 (Gen Contractor)

Exhibit "B"

CUSTOMER 4101-4107 Iowa Condo Assoc.
INFORMATION 4101-4107 W. Iowa
Chicago, IL, 60651
(630) 229-1172
Customer ID 1033

SITE 4101-4107 Iowa Condo Assoc.
LOCATION 4101-4107 W. Iowa
Chicago, IL, 60651
(630) 229-1172
Customer ID 1033

Violation Repairs Itemized Labor Costs		
City Code Violation Repairs	Post name, address, telephone of owner, accessible or visible public way.	
	building owner's I.D. sign not posted.	\$ 85.00
2	Failed to maintain parapet wall in good repair and free from cracks and defects.	85
3	Prepare floor for laying new flooring material west elevation washed out mortar at parapet wall	85
4	Replace broken, missing or defective window panes; south elevation - 4107 1st floor window boarded up 4107 3rd floor broken window pane.	85
5	Failed to remove obstruction from exitway that hampers travel and evacuation, west east elevation double key lock on rear side fire hazard.	85
6	Failed to maintain cornice in good repair and free from cracks and defects, east elevation washed out mortar at 1st floor entry doors.	85
7	Failed to install door viewing device at the entrance door of a dwelling unit, all apartments viewing device missing at front entry doors.	85
8	Restore exit and emergency lighting system and related equipment to operable condition, basement emergency lighting will not activate at time of inspection.	85
9	Failed to maintain all exit signs illuminated when building is occupied and otherwise maintain exit signs in good condition, 3rd floor interior stairwell exit sign not illuminated.	85
10	Install carbon monoxide detector within 40 feet of every sleeping room in residential structure. Brasfield Construction will abide by the guidelines. 3rd floor west apartment carbon monoxide located more than 15' from bedroom.	85
11	Arrange for inspection of premises, unable to inspect apartments, both rear porches because of large accumulation of snow (more than 3") unable to verify occupancy detectors.	85
12	File Building registration statement with Building Dept. building not registered 2006-2009	85
13	Arrange for entry to inspect construction work authorized by recently issued building permit, plans and permit not available for inspectors review at time of inspection.	85

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Repair Itemized Labor & Material Costs

	Subtotal From Page One:	150 \$	85.00 \$	12,750.00
Insurance Violations	There is a third floor window that is broken and con present a hazard to anyone walking under the win low.		\$	-
	The boards secured to the rear windows should be removed if the tenant wants to prevent exterior access through the window, bars could be installed but they should have an interior quick release if installed. @4ea	\$ 250.00	\$	1,000.00
	The wall and ceiling in the basement that is opened should be repaired by reinstalling drywall over the existing holes.	\$ 125.00	\$	625.00
	The basement ceiling appears to have some water intrusion, the cause should be determined, repaired and then the ceiling should also be repaired.		\$	-
	The ceiling light that is hanging from its own wires should be properly attached to the ceiling.	\$ 85.00	\$	170.00
	There was an extension cord going from one basement area to the other on the exterior of the building. The use of this extension cord should cease and the cord should be removed.	\$ 85.00	\$	85.00
	There were several exit signs that were burned out, new bulbs should be installed in these signs		\$	-
	Price is a initial estimate subject to change after results of building inspection	Estimated Subtotal	\$	14,630.00
		Sales Tax		0
		Estimated Total	\$	14,630.00

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Repair Itemized Labor & Material Costs			
	Subtotal From Page Two:	150	\$ 14,230.00
Repairs Inspection 4107	Basement remove mold damaged drywall, treat for mold infection and properly dispose contaminated materials	10 \$	125.00 \$ 1,250.00
	inspection, repair and insulate hot and cold plumbing pipes for all 6 units	10 \$	150.00 \$ 1,500.00
	4107 basement repair/replace water damaged drywall	32 \$	125.00 \$ 4,000.00
	Electrical repairs to basement common elements (Subject to change based on findings)	1 \$	2,400.00 \$ 2,400.00
	Prep, paint (2x) and prime (2x) basement	36 \$	85.00 \$ 3,060.00
	Front entryway and back porch repair and maintenance of 'EXIT' signs	2 \$	50.00 \$ 100.00
	tuck point exterior walls at East and West parapet rear roof	42 \$	125.00 \$ 5,250.00
Repairs Inspection 4101	Basement remove mold damaged drywall, treat for mold infection and properly dispose contaminated materials	14 \$	125.00 \$ 1,750.00
	inspection, repair and insulate hot and cold plumbing pipes for all 6 units	24 \$	150.00 \$ 3,600.00
	4107 basement repair/replace water damaged drywall	50 \$	125.00 \$ 6,250.00
	Electrical repairs to basement common elements (Subject to change based on findings)	1 \$	3,120.00 \$ 3,120.00
	Prep, paint (2x) and prime (2x) basement	48 \$	85.00 \$ 4,080.00
	Front entryway and back porch repair and maintenance of 'EXIT' signs	2 \$	50.00 \$ 100.00
Repairs Inspection Roof	Complete repair and tarring of roof, flashing, tuck-point chimney, and coping stones. Find and repair leaks	1 \$	10,000.00 \$ 10,000.00
	Price is a initial estimate subject to change after results of Plumbing & Electrical inspection	Estimated Subtotal	\$ 60,690.00
	Forcible entry to 8 units and Locksmith \$80 p/Unt; \$120 svc	\$ 760.00	Building Inspections \$ 1,200.00
		Estimated Total	\$ 62,650.00

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Repair Itemized Labor & Material Costs

	Subtotal From Page Three:	\$ 62,650.00
Estimated Material Costs	Drywall @100 sht; pipe installation @252 ft; Carbine detectors @9 ea; flood & 'EXIT' light (@2) ea; Mortar, Bricks, Paint, Primer, Drywall Tape, Corner Beads, Roofing material; electrical materials, wall installation, Locks, chemical for mold and fungi eradication, Windows @ 6ea, interior quick release security bars @4ea; Hardware	1.00 \$ 6,500.00
Estimated Window replacement	Labor for Replacement of 6 windows	6 \$ 650.00 \$ 3,900.00
	re-install airconditioner on roof to code to prevent further damages to roof	6 \$ 125.00 \$ 750.00
	Repair water damaged ceiling to top 4 units from roof leak	32 \$ 85.00 \$ 2,720.00
	Price is a initial estimate subject to change after results of plumbing & electrical inspection	Estimated Subtotal \$ 76,520.00
		Sales Tax 0
		Estimated Total \$ 76,520.00

All other repairs outside the description given above will be a cost plus item. Material costs will be added after building inspection is preformed.

All prices are estimates only and are subject to change depending on findings and further investigations. Any and all change orders will be negotiated separately and charged on a cost plus bases. This proposal is subject to withdrawal after 30 days of proposal date. Any permit fees are cost plus charges.

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at 4101-07 W. Iowa, Chicago, IL. 60625.

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Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before _____, 20____, and shall be substantially completed on or before _____, 20____. Time is of the essence. The following constitutes substantial commencement of work pursuant to this proposal and contract:

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of **Seventy-Six Thousand Five Hundred Twenty Dollars (\$76,520.00)**, subject to additions and deductions pursuant to authorized change order.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following: half to begin work and all remaining balance is due after completion.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of 30 days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done, a description of materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.

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8. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment(s) due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
13. Contractor warrants all work for a period of 12 months following completion.

Any permit fees which are not waived the client shall assume financial liability.

This project will be completed within Thirty (30) work days from the date of initiation.

We accept check, credit card, debt card, cash, and money order. Payment schedule is as follows: half to begin work and all remaining balance is due after completion.

Scope changes are subject payment in full at time of the agreed changes. Any infringement of these payment schedule or contract the client shall be liable for all reasonable attorney's fees, mediator fees, late fees and 10% apr finance charges will incur as a result of such infringement.

1. We have sent two copies of your Estimate/Proposal for your review.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you have any questions or concerns.
4. Send all correspondence to:
Mark Arguelles
2121 Scoville Ave,
Berwyn, IL. 60402
Phone 708-717-0206 Fax 773-289-0513

<i>Authorized by Company Rep</i>	<i>Date</i>
<i>Alhayan Jathra</i>	<i>12-4-09</i>
<i>Authorized by Home Owner or Authorized Agent</i>	<i>Date</i>
<i>M J M</i>	<i>12-</i>
<i>Completion/ Accepted by Home Owner</i>	<i>Date</i>