

**PREPARED BY, RECORDING  
REQUESTED BY AND RETURN TO:**

**NAME:** BRADLEY DANIEL BIRGÉ, P.C.  
**COMPANY:** BRADLEY DANIEL BIRGÉ, P.C.  
**ADDRESS:** 217 NORTH JEFFERSON  
1ST FLOOR CHICAGO, ILLINOIS 60661



Doc#: 1108744027 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/28/2011 10:53 AM Pg: 1 of 8

**Claim for Mechanics Lien**

**Contractor's NOTICE  
AND CLAIM FOR MECHANICS LIEN**

STATE OF ILLINOIS                    )  
  )  
COUNTY OF COOK                    )           SS

The undersigned Claimant, **DENMAX CORP.** by **Sergiy Vasylechko**, its President, of the City of Chicago, County of Cook, and State of Illinois (the "Claimant"), hereby claims a contractor's mechanics lien pursuant to the Mechanics Lien Act of the State of Illinois, 770 ILCS 60/1, *et seq.* against **1510 West Cortez Development, Inc., , any Unknown owners and Non-record claimants ("Owners"), TBG, Inc., BM International Builders, Inc. ("Claimants") First Commerical Bank, ("Lender")** regarding the property commonly known as **1510 West Cortez, Chicago, Illinois**, County of Cook and State of Illinois, ("the Property"), and states as follows:

1. The Owner(s) now holds title to that certain real property located at **1510 West Cortez, Chicago, Illinois**, (the "Property"), to wit:
2. The Property is commonly known as **1510 West Cortez, Chicago, Illinois.**
3. Permanent Real Estate Index Numbers are: 17-05-308-055-0000 and 17--05-308-055-0000
4. Legal Description: LOTS 44 AND 45 IN BAUWENS AND STEWART'S SUBDIVISION OF THE WEST PART OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE PART OF SECTION 5 , TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.
5. On or about November 22, 2008 Claimant was retained by **1510 West Cortez Development, Inc.** via a written agreement (the "Contract"), to perform general construction work of six residential condominium units at 1510 West Cortez, Chicago, Illinois, for which Claimant incurred expenses as a contractor for **1510 West Cortez Development, Inc.** as which work was last delivered on **March 21, 2011** to the Property which is reasonably worth the value of Two hundred, eighty-seven thousand,

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four hundred dollars and zero cents (\$287,400.00) for and when all due credits and payments of Forty-five thousand hundred dollars and zero cents, (\$45,000.00) dollars recieved and Twenty-four thousand, two hundred-forty dollars (\$24,240.00) in credit for unfinished work are calculated, Claimant is owed and seeks to be paid by **1510 West Cortez, Inc.** and Owner(s) an amount of **Two hundred, eighteen thousand, one hundred-sixty dollars and zero cents (\$218,160.00.)**

6. On and prior to **March 21, 2011**, Claimant performed ninety percent (90%) of all of the contracted and requested extra work and provided all the materials and services under the terms of and in accordance with the specifications of the original and requested extra work which it was allowed to perform and the Claimant labor and material for the general construction work of six residential condominium units which were necessary to perform its duties to improve the Property.

7. All of the general construction work to provide general construction work of six residential condominium units at 1510 West Cortez, were furnished, delivered by Claimant and was completed on **March 21, 2011**.

8. There is now justly due and owing the Claimant after allowing to **1510 West Cortez Development, Inc.** and Owner(s) all credits, deductions, payments and offsets, the outstanding amount currently due of **Two hundred, eighteen thousand, one hundred-sixty dollars and zero cents (\$218,160.00)** plus interest at the rate specified in the Illinois Mechanics Lien Act.

9. Claimant now claims a lien on the above-described Property, and on all of the improvements thereon, against the Owner(s) and all persons interested therein for the outstanding amount currently due and owing after deductions of all payments and credits in the amount of **Two hundred, eighteen thousand, one hundred-sixty dollars and zero cents (\$218,160.00)** plus interest at the rate specified in the Illinois Mechanics Lien Act as well as court costs and attorneys' fees.

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STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )     SS.

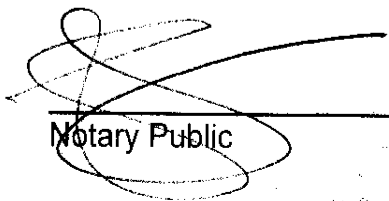
## AFFIDAVIT

The Affiant, **Sergiy Vasylechko**, President of **DENMAX CORP.**, the City of Chicago, County of Cook, and State of Illinois, being first duly sworn, on oath deposes and states he is one of the principals of **DENMAX CORP.**, that the Affiant has read the foregoing Contractor's Notice and Claim for Mechanics Lien and knows the contents thereof; and that the statements therein contained are true to the best of Affiant's knowledge.

Subscribed and Sworn to Before me this

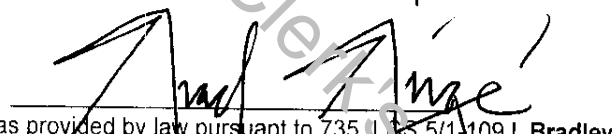
23 Day of March, 2011

By:   
**Sergiy Vasylechko**, President of  
**DENMAX CORP.**

  
\_\_\_\_\_  
Notary Public

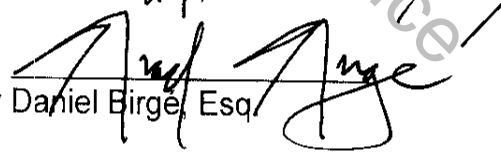
## PROOF OF SERVICE BY MAIL

I, **Bradley Daniel Birgé**, on March 24, 2011, certify that I served this Claim for Mechanics Lien by mailing a copy by certified mail, return receipt request and restricted delivery to the below-named individuals at the addresses listed below by depositing same in the U.S. mail at U.S. Postal Service office at the southwest corner of Clinton and Lake Streets, Chicago, Illinois 60661 by 5:00 p.m. on March 24, 2011 with proper postage prepaid.

  
\_\_\_\_\_  
Bradley Daniel Birgé, Esq.

Under penalties as provided by law pursuant to 735 ILCS 5/1-109 I, **Bradley Daniel Birgé**, an attorney of record, certify that the statements set forth in this Notice of filing and Proof of service are true and correct.

Date: March 24, 2011

Signed:   
**Bradley Daniel Birgé, Esq.**

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**Service List:**

To: **First Commercial Bank**  
6945 N. Clark Street  
Chicago, IL 60626  
Attn: President of Bank

**1510 West Cortez Development, Inc.**  
2712 West Chicago Avenue  
Chicago, Illinois, 60622  
Attention: Richard Grybalow

**TGB, Inc.**  
1324 Grove Avenue  
Park Ridge, Illinois 60068-5518  
Attention: Pawel Piekarz

**BM International Builders, Inc.**  
2637 West Haddon Avenue  
Chicago 60622  
Attention: Volodymir Barabakh

**Please Mail to:**  
**Bradley Daniel Brigg, P.C.**  
217 North Jefferson Street  
Chicago, IL 60661

Property of Cook County Clerk's Office

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## GENERAL CONTRACTOR'S AGREEMENT

THIS AGREEMENT DATED THE 22TH DAY OF NOVEMBER, 2008, BY AND BETWEEN **1510 CORTEZ DEVELOPMENT, INC.** AN ILLINOIS CORPORATION AND **DENMAX CORP.** AN ILLINOIS CORPORATION.

**WHEREAS**, 1510 CORTEZ DEVELOPMENT, INC IS THE OWNER OF THE PROPERTY LOCATED AT 1510 CORTEZ, CHICAGO, ILLINOIS WHICH THE OWNER IS RENOVATING TO 6 CONDOMINIUM UNITS;

**WHEREAS**, 1510 CORTEZ DEVELOPMENT, INC. (OWNER) IS AGREEABLE TO HIRE DENMAX CORP. (GENERAL CONTRACTOR) AS PER THE SPECIFICATIONS FOR THE CONSTRUCTION OF THE 6 CONDOMINIUMS WHICH ARE ATTACHED AS EXHIBIT A TO THIS CONTRACT.

**WHEREAS**, THE TOTAL COST OF SAID CONSTRUCTION IS TO BE \$287,400.00

**IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

1. **CONTRACT PRICE.** GENERAL CONTRACTOR, DENMAX CORP IS TO BE PAID \$287,400.00 FOR THE CONSTRUCTION OF THE 6 UNITS. SAID WORK INCLUDES CONSTRUCTING 6 RESIDENTIAL CONDOMINIUM UNITS TO BE PAID UPON COMPLETION. 1510 CORTEZ DEVELOPMENT, INC TO PAY \$45,000.00 UPON THE EXECUTION OF THIS AGREEMENT.
2. **WORK TO BE DONE.** GENERAL CONTRACTOR, DENMAX CORP, IS TO RENOVATE ACCORDING TO THE PLANS AND SPECIFICATIONS AS EXHIBIT A TO THIS AGREEMENT.
3. **PLANS AND PERMITS.** OWNER SHALL PROVIDE ARCHITECTURAL PLANS AND PERMITS FROM THE CITY OF CHICAGO. FURTHER, GENERAL CONTRACTOR SHALL COMPLY WITH ALL SPECIFICATION AS AGREED AND WITH ALL APPLICABLE BUILDING CODES OF THE CITY OF CHICAGO AND ZONING RESTRICTIONS. OWNER SHALL BE RESPONSIBLE FOR ACQUIRING PERMITS.
4. **PAYMENTS.** PAYMENT SHALL BE MADE THROUGH A CONSTRUCTION ESCROW ESTABLISHED THROUGH CHICAGO TITLE AND TRUST. CONTRACTOR AND SUBCONTRACTORS SHALL BE PAID IN 5 DRAWS UPON THE WORK BEING COMPLETED PRIOR TO EACH DRAW. CONTRACTOR IN ACCORDANCE WITH THE PROCEDURES OF CHICAGO TITLE IS TO PROVIDE TO CHICAGO TITLE AND OWNER A CONTRACTORS STATEMENT SHOWING ALL THE COSTS INVOLVED IN THE CONSTRUCTION. UPON A DRAW BEING MADE, CONTRACTOR AND/OR SUBCONTRACTOR SHALL PROVIDE A WAIVER OF LIEN FOR THE AMOUNT THE CHECK IS TO BE ISSUED AND THE SCOPE OF THE WORK FOR WHICH THE CHECK IS BEING DRAWN. NO FUNDS SHALL BE DISPERSED BY THE TITLE COMPANY WITHOUT THE PROPER DOCUMENTATION.. IT IS THE RESPONSIBILITY OF BOTH THE OWNER AND CONTRACTOR TO DRIVE COSTS OUT BY FINDING THE LEAST EXPENSE BUT BEST METHOD TO COMPLETE THE PROJECT. ~~THIS EFFORT WILL IN NO WAY EFFECT THE GENERAL CONTRACTOR FEE OF \$50,000.00. ALL COSTS IN EXCESS OF THE SWORN STATEMENT SHALL BE THE RESPONSIBILITY OF CONTRACTOR AND SHALL BE DEDUCTED FROM THE GENERAL CONTRACTOR FEE.~~

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~~DEDUCTED FROM THE GENERAL CONTRACTOR FEE~~

①  
④  
[Signature]

5. **CONTRACT TIME.** CONTRACTOR SHALL COMMENCE WORK ON THE DATE SPECIFIED BELOW. IF NO DATE IS ESTABLISHED THE START DATE SHALL BE UPON THE ISSUANCE OF THE PERMITS FROM THE CITY OF CHICAGO.

6. **DELAYS.** CONTRACTOR WILL BE ENTITLED TO TIME EXTENSIONS FOR ACTS OF GOD, AND FOR ANY OTHER DELAYS BEYOND THE CONTROL OF THE CONTRACTOR WHICH, IN FACT DELAY THE COMPLETION OF THE WORK. IN THE EVENT THAT CONTRACTOR'S WORK IS DELAYED FOR ANY REASON, CONTRACTOR SHALL BE ENTITLED TO AN EXTENSION OF TIME EQUAL TO THE PERIOD OF DELAY, PROVIDED CONTRACTOR HAS GIVEN WRITTEN NOTICE OF THE COMMENCEMENT OF THE DELAY WITHIN 48 HOURS OF ITS OCCURRENCE AND OWNER DOES NOT DISPUTE THE CAUSE OF THE DELAY. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE ENTITLED TO ANY ADDITIONAL COMPENSATION OR CONSEQUENTIAL DAMAGES ON ACCOUNT OF THE DELAY, DISRUPTION OR LOSS OF PRODUCTIVITY.

7. **INSURANCE.** WITHOUT LIMITING ANY PARTIES RIGHTS TO INDEMNITY CONTRACTOR AND ANY SUB-CONTRACTOR DESIGNATED SHALL PROCURE AND MAINTAIN AND PROVIDE TO OWNER INSURANCE WHICH SHALL PROTECT OWNER, CONTRACTOR AND SUBCONTRACTOR FROM CLAIMS WHICH MAY ARISE OUT OF THE RESULT FROM CONTRACTOR AND ITS SUBCONTRACTORS OPERATIONS. AS PART OF THIS INSURANCE CONTRACTOR SHALL PROVIDE TO OWNER BUILDER'S RISK INSURANCE NAMING OWNER AS ADDITIONAL INSURED. ALL INSURANCE SHALL BE WITH LIMITS ACCEPTABLE TO OWNER AND THE BANK FOR WHICH OWNER HAS HIS CONSTRUCTION LOAN.

8. **WARRANTY.** CONTRACTOR WARRANTS TO OWNER THAT ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW, FREE FROM FAULTS AND DEFECTS, AND THAT THE WORK WILL CONFORM TO THE REQUIREMENTS OF THE CONTRACTUAL DOCUMENTS. IN ADDITION TO ANY WARRANTIES REQUIRED BY THE CONTRACT DOCUMENTS, CONTRACTOR WARRANTS THAT IT WILL CORRECT ALL DEFICIENCIES AND DEFECTS WITHOUT CHARGE TO OWNER FOR THE PERIOD OF ONE YEAR FROM FINAL INSPECTION AND COMPLETION OF THE PROJECT. CONTRACTOR FURTHER AGREES TO DO ALL WARRANTY WORK AS PART OF THE CONTRACT PRICE FOR ANY PUNCH LIST OR WARRANTY ITEMS TO ANY PURCHASER OF THE CONDOMINIUMS AT THE SUBJECT PROPERTY.

9. **CHANGE ORDERS.** ANY WORK THAT IS DONE THAT DEVIATES FROM THE PLANS AND SPECIFICATIONS AS ESTABLISHED IN EXHIBIT A, THERE MUST BE A CHANGE ORDER SIGNED BY THE OWNER WHICH SPECIFIES THE PRICE AND THE EXACT CHANGE.

18 MONTH [Signature]  
\$150.00 [Signature]  
\$300.00 [Signature]

10. **COMPLETION DATE.** THE WORK MUST BE FULLY COMPLETED WITHIN 7 MONTHS FROM THE START DATE OR THE DATE THE PERMITS ARE ISSUED. ANY DELAY FROM THE COMPLETION DATE OF 7 MONTHS FROM THE DATE OF THE ISSUANCE OF THE PERMITS, THERE SHALL BE A PENALTY OF \$300.00 PER DAY FOR EACH AND EVERY DAY THE COMPLETION IS DELAYED. COMPLETION IS DEFINED AS ALL THE WORK THAT IS COMPLETED AS PER EXHIBIT A OF THE CONTRACT.

11. **INSPECTIONS.** CONTRACTOR SHALL MAKE THE WORK ACCESSIBLE AT ALL REASONABLE TIMES



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FOR INSPECTION BY OWNER. CONTRACTOR ASSUMES FULL RESPONSIBILITY TO PROTECT THE DONEE HEREUNDER UNTIL ACCEPTANCE BY OWNER. CONTRACTOR WILL COMPLY WITH ANY AND ALL TERMS AND CONDITIONS OF ANY CONSTRUCTION AGREEMENT. CONTRACTOR WILL ARRANGE ALL INSPECTIONS AS THEY ARE REQUIRED WITH THE CITY OF CHICAGO. CONTRACTOR WILL CORRECT ALL DEFICIENCIES AS A RESULT OF THE REQUIRED INSPECTIONS.

12. **MECHANIC LIENS.** CONTRACTOR AND OWNER SHALL BE RESPONSIBLE FOR APPROVING ANY DISBURSEMENT THROUGH THE TITLE COMPANY FOR PAYMENTS TO THE CONTRACTOR AND SUBCONTRACTORS. IT IS THE CONTRACTOR'S RESPONSIBILITY, IF THE OWNER IS NOT AT FAULT, TO DEFEND FOR ANY MECHANIC LIEN THAT IS PUT ON THE PROPERTY DUE TO ANY DISPUTE FOR NONPAYMENT OR CONTRACTUALLY THROUGH THE CONTRACTOR'S ACTIONS. SEE PARAGRAPH 12 OF THIS AGREEMENT.

13. **INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH ATTORNEYS ACCEPTABLE TO OWNER) AND HOLD HARMLESS OWNER, ITS LENDERS, AND THEIR RESPECTIVE MANAGERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITIES OF EVERY KIND AND NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S OPERATIONS PERFORMED UNDER THIS AGREEMENT, EXCEPT FOR LOSS, DAMAGE OR EXPENSE ARISING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR OWNER'S AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS. THIS INDEMNIFICATION SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE. THE INDEMNIFICATION SHALL APPLY REGARDLESS OF ANY CONCURRENT NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OF OWNER OR OWNER'S AGENTS, EMPLOYEES, MANAGERS, MEMBERS, DIRECTORS, OFFICERS OR ANY OTHER PERSONS OR ENTITIES. THE INDEMNITY SET FORTH IN THIS SECTION SHALL NOT BE LIMITED BY INSURANCE REQUIREMENTS OR BY ANY OTHER PROVISION OF THIS AGREEMENT. ALL WORK COVERED BY THIS AGREEMENT DONE AT THE WORK SITE OR IN PREPARING OR DELIVERING MATERIALS OR EQUIPMENT TO THE SITE SHALL BE AT THE SOLE RISK OF CONTRACTOR UNTIL THE WORK IS ACCEPTED BY THE OWNER.

14. **FAILURE TO PERFORM.** IF CONTRACTOR DEFAULTS, NEGLECTS TO CARRY OUT THE WORK DILIGENTLY AND/OR IN ACCORDANCE WITH ITS CONTRACTUAL OBLIGATIONS OR IN ANY OTHER WAY BREACHES THIS AGREEMENT INCLUDING BUT NOT LIMITED TO FAILING TO PAY ITS EMPLOYEES, SUBCONTRACTORS, SUPPLIERS OR CREDITORS, AND FAILS 48 HOURS AFTER RECEIPT OF WRITTEN NOTICE FROM OWNER TO CORRECT, RECTIFY OR CURE SUCH DEFICIENCIES OR BREACHES, THEN OWNER SHALL HAVE THE RIGHT TO TERMINATE CONTRACTOR AND/OR TAKE WHATEVER STEPS IT DEEMS NECESSARY TO CORRECT SAID DEFICIENCIES AND BREACHES AND CHARGE THE COST THEREOF TO THE CONTRACTOR, WHO SHALL BE LIABLE FOR THE FULL COST OF OWNER'S ACTION, INCLUDING REASONABLE OVERHEAD AND PROFIT. WITHIN 48 HOURS OF RECEIPT OF WRITTEN NOTICE FROM OWNER THAT IT HAS TERMINATED, CONTRACTOR SHALL VACATE THE PROJECT AND REMOVE ALL OF ITS FORCES (NO WORK IN PROGRESS OR MATERIALS SHALL BE REMOVED). OWNER MAY AT ANY TIME AND FOR ANY REASON TERMINATE CONTRACTOR'S SERVICES HEREUNDER FOR OWNER'S CONVENIENCE.

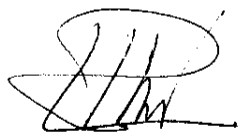
15. **DEFAULT.** SHOULD CONTRACTOR BRING AN ACTION DUE TO NONPAYMENT OF THE CONTRACT PRICE BY THE OWNER, IF THE CONTRACTOR PREVAILS IN ANY COURT ACTION, HE WILL BE ENTITLED TO AN AWARD OF ITS COSTS WITH THE PROCEEDING OR ACTION AND THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES.

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16. MISCELLANEOUS CLAUSES:

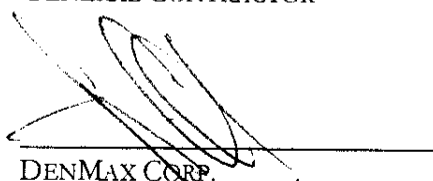
- A. THIS CONTRACT IS GOVERNED BY THE STATUTES OF THE STATE OF ILLINOIS.
- B. TIME IS OF THE ESSENCE FOR COMPLETION OF THIS CONTRACT.
- C. JURISDICTION OF ANY DISPUTES SHALL BE COOK COUNTY, ILLINOIS.

IT IS SO AGREED THIS 22<sup>ND</sup> DAY OF NOV, 2008.



1510 CORTEZ DEVELOPMENT, INC

GENERAL CONTRACTOR



DENMAX CORP.

Property of Cook County Clerk's Office