

**DOCUMENT RECORDED BY
AND RETURN TO:**

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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 \$25,000.00, plus interest pursuant to 770 ILCS 60/1 and attorney fees pursuant to 770 ILCS 60/17.

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

**Dawn E. Kahn
360 E. Randolph, Unit #3604
Chicago, IL 60601**

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

**First Commerical Bank
6945 N. Clark Street
Chicago, IL 60626**

Monday, April 11, 2011

Lien ID: 3859-5841

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THE LIEN CLAIMANT, **Stephan Slavov** ("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: **Dawn E. Kahn**, owner, **First Commerical Bank**, 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: **16 28 105 032 0000**

which property is commonly known as **5416 W. 23rd Street, Cicero, IL 60804** (collectively "Project").

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

3. Owner entered into an oral contract with Claimant on **4/1/2010**.

4. Claimant completed its work under its contract on **2/13/2011**, which entailed **Labor & Materials-Complete Remodeling of Residence** to said premises.

5. There is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of **(\$25,000.00)** 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 **(\$25,000.00)** 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	\$25,000.00
B. Change Orders	\$0.00
C. Adjusted Based Contract	\$25,000.00
D. Amount Paid to Date (Credit)	\$0.00
E. Value of Lienable Work Performed As To Date of Completion	\$25,000.00
F. Statutory 10% Interest	\$390.41
Total Principal Amount of Lien	\$25,390.41

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

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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, Stephan Slavov, being first duly sworn, on oath deposes and states that he is the agent of **Stephan Slavov**, 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: Stephan Slavov

Subscribed and sworn to before me on this Eleventh Day of April of 2011.

Laura Wagenknecht
Notary Public



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Property of Cook County Clerk's Office

LOT 32 IN BLOCK 8 IN MORTON PARK LAND ASSOCIATION SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5416 W. 23rd Street, Cicero, IL 60804. The Real Property tax Identification number is 16-28-105-032-0000

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not

ATGF, INC.