

# UNOFFICIAL COPY Construction Lien Claim

TO THE CLERK, COUNTY OF

In accordance with the terms and provisions of the "Construction Lien Law," P.L. 1993, c. 318 (C. 2A:44A-1 et seq.) notice is hereby given that:

1. The Claimant, whose name is Vector Security Inc.  
and whose address is 11K Princess Road Lawrenceville NJ 08648

hereby claims a construction lien against the below-stated real property owned by Brad Byarski

in the amount of \$ 16,715.-, for the value of the work, services, material or equipment provided in accordance with a contract with

OS Lemont Development Co.

(the party with whom the Claimant has a contract), for the following work, services, material or equipment:

Security Intrusion, Cameras, Access

2. The amount due for the work, services, materials or equipment delivery provided by the Claimant in connection with the improvement of the real property, and upon which this lien claim is based, is as follows:

Total contract amount:	\$ _____
Amendments to contract:	\$ _____
Total contract amount and amendments to contract:	\$ _____
Less: Agreed-upon credits:	\$ _____
Contract amount paid to date:	\$ _____
Amendments to contract amount paid to date:	\$ _____
TOTAL REDUCTIONS FROM CONTRACT AMOUNT AND AMENDMENTS TO CONTRACT:	\$ _____
TOTAL LIEN CLAIM AMOUNT:	\$ _____

A Notice of Unpaid Balance and Right to File Lien (if any) was previously filed with the County Clerk of \_\_\_\_\_ County on \_\_\_\_\_ as No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_

3. This construction lien is claimed against the interest of (insert name) Pin # 22-32-200-034-0000  
as (check one):  Owner,  Lessee,  Other (describe): \_\_\_\_\_  
in that certain tract or parcel of land and premises described as Block \_\_\_\_\_, Lot \_\_\_\_\_, on the Tax Map of the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of New Jersey, for the improvement of which property the aforementioned work, services, materials or equipment was provided.

4. The work, services, materials or equipment was provided pursuant to the terms of a written contract (or, in the case of a supplier, a delivery or order slip signed by the owner, contractor, or subcontractor having a direct contractual relation with a contractor, or an authorized agent of any of them), dated \_\_\_\_\_, between this Claimant and (name of other contracting party) \_\_\_\_\_,

whose address is: \_\_\_\_\_

5. The date of the provision of the last work, services, material or equipment for which payment is claimed is \_\_\_\_\_

## Notice to Owner of Real Property

1. Your real estate may be subject to sale to satisfy the amount asserted by this claim. However, your real estate cannot be sold until the facts and issues which form the basis of this claim are decided in a legal proceeding before a court of law. The lien claimant is required by law to commence suit to enforce this claim.

2. The claimant filing this lien claim shall forfeit all rights to enforce the lien and shall be required to discharge the lien of record, if the claimant fails to bring an action in the Superior Court, in the county in which the real property is situated, to establish the lien claim:

a. Within one year of the date of the last provision of work, services, materials or equipment, payment for which the lien claim was filed; or

b. Within 30 days following receipt of written notice, by personal service or certified mail, return receipt requested, from the owner requiring the claimant to commence an action to establish the lien claim.



Doc#: 1110946004 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/19/2011 11:48 AM Pg: 1 of 3

Vector Security  
11K Princess Road  
Lawrenceville NJ 08648

(2)

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3. You will be given proper notice of the proceeding and an opportunity to challenge this claim and set forth your position. If, after you (and/or your contractor or subcontractor) have had the opportunity to challenge this lien claim, the court of law enters a judgment against you and in favor of the claimant filing this lien claim, and thereafter you fail to pay that judgment, your real estate may then be sold to satisfy the judgment.
4. You may choose to avoid subjecting your real estate to sale by doing either of the following:
  - a. You (or your contractor or subcontractor) can pay the claimant and obtain a discharge of lien claim from the claimant; or
  - b. You (or your contractor or subcontractor) can cause the lien claim to be discharged by filing a surety bond or making a deposit of funds as provided for in section 31 of P.L. 1993, c. 318 (C. 2A:44A-31).
5. If you (or your contractor or subcontractor) choose to pay the claimant under 4a above, you will lose your right to challenge this lien claim in a legal proceeding before a court of law.
6. If you (or your contractor or subcontractor) choose to discharge the lien claim by filing a surety bond or making a deposit of funds as provided in section 31 of P.L. 1993, c. 318 (C. 2A:44A-31) you will retain your right to challenge this lien claim in a legal proceeding before a court of law.

**Notice to Subcontractor or Contractor:**

This lien has been filed with the county clerk and served upon the owner of the real estate. This lien places the owner on notice that the real estate may be sold to satisfy this claim unless the owner pays the claimed sum to this claimant.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
 For: \_\_\_\_\_  
 Individual, Firm or Corp.

**Claimant's Representation and Verification**

Claimant represents and verifies that:

1. The amount claimed herein is due and owing at the date of filing, pursuant to the claimant's contract described in the construction lien claim.
2. The work, services, materials or equipment for which this lien claim is filed was provided exclusively in connection with the improvement of the real property which is the subject of this claim.
3. This claim has been filed within 90 days from the last date upon which the work, services, materials or equipment for which payment is claimed was provided.
4. The foregoing statements made by me are true, to the best of my knowledge. I am aware that if any of the foregoing statements made by me are false, this construction lien claim will be void and that I will be liable for damages to the owner or any other person injured as a consequence of the filing of this lien claim.

Name of Claimant: Edward Miller  
 Date: 1/4/11 Signed: [Signature] (for vector security)  
 Type or print name and title below signature

Note: This form must be signed by the claimant or, in the case of a partnership or corporation, a partner or duly authorized officer thereof.

**Acknowledgments (Complete Applicable One)**

STATE OF NEW JERSEY, COUNTY OF Mercer SS:  
I CERTIFY that on

personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
(a) was the maker of the attached instrument; and  
(b) executed this instrument as his or her own act.

**SANDRA E. MILLER**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 8/1/2011

[Signature]  
 Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS:  
I CERTIFY that on

personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
(a) was the maker of the attached instrument;  
(b) was authorized to and did execute this instrument as \_\_\_\_\_ of \_\_\_\_\_ the entity named in this instrument; and,  
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:  
**Vector Security**  
**11-K Princess Road**  
**Lawrenceville, NJ 08648**

\_\_\_\_\_  
 Print name and title below signature

**UNOFFICIAL COPY**

Pin # 22-32-200-034-0000

Lawyers Title Insurance Corporation  
10 S. LaSalle Street, Ste 2500  
Chicago, IL 60603

**SCHEDULE A - Continued 10646658**

Legal Description:

THE WEST 165 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND, CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED OCTOBER 23, 2003 AND RECORDED DECEMBER 13, 2004 AS DOCUMENT NUMBER 0434839063:

THE SOUTH 5.18 METERS (17 FEET) OF THE NORTH 15.24 METERS (50 FEET) OF THE WEST 50.29 METERS (165 FEET) OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL CONTAINING 260.5024 SQUARE METERS (2804.02 SQUARE FEET), MORE OR LESS, OR .02606 HECTARES (0.0644 ACRES), MORE OR LESS.

Property of Cook County Clerk's Office