# DOCUMENT RECORDED BY

### AND RETURN TO:

Contractors Lien Services of Illinois, Inc.

6225 N. Milwaukee Ave.

Chicago, IL 60646

773-594-9090

773-594-9094 fax

Steve@contractorslienservices.com

#### **DOCUMENT PREPARED BY:**

USA Satellite & Cable, Inc.

1954 1st Street

Highland Park, IL 60035

(847) 714-9643

shedirect@aol.com

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 \$16,362.00, plus interest pursuant to 770 ILCS ou/1 and attorney fees pursuant to 770 ILCS 60/17.

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

Elmwood Park Senior Complex Inc -c/o Craig P. Colmar 1001 E. Touhy Ave, Suite #50 Des Plaines, IL 60018

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

Department of Housing and Urban Development 451 7th Street S.W Washington, DC 20410

Wednesday, May 04, 2011

Lien ID: 3868-5862

Page 1 of 3

1112557004 Page: 2 of 4

# **UNOFFICIAL COPY**

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"]

PINs: 12 25 316 073 0000, 12 25 316 120, 12 25 316 131

which property is commonly known as 7940 W. Grand Avenue, Elmwood Park, IL 60707 (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 8/31/2009.
- 4. Claimant completed its work under its contract on 3/12/2011, which entailed Labor & Materials-Wiring for complete Satellite System in addition to upgrades to said premises.
- 5. There is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of (\$16,362.00) 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 atterney 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 (\$16,362.00) 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	\$50,362.00
B. Change Orders	\$0.00
C. Adjusted Based Contract	\$50,362.00
D. Amount Paid to Date (Credit)	\$34,000.00
E. Value of Lienable Work Performed As To Date of Completion	\$16,362.00
F. Statutory 10% Interest	\$237.59

Wednesday, May 04, 2011

Page 2 of 3

1112557004 Page: 3 of 4

# **UNOFFICIAL COPY**

Total Principal Amount of Lien

\$16,599.59

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 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, Shai Harmelech, being first duly sworn, on oath deposes and states that he is the agent of USA Satellite & & Cabio, Inc., 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:

Shai Harmelech

Subscribed and sworn to before me on this Fourth Day of May of 2011. A COTTO

"OFFICIAL SEAL" LAURA WAGENKNECHT Notary Public, State of Illinois My Commission Expires 01/06/15 rama Roguliucks

Notary Pu

Wednesday, May 04, 2011

Lien ID: 3868-5862

1112557004 Page: 4 of 4

# **UNOFFICIAL COPY**

### EXHIBIT "A"

LEGAL DESCRIPTION: See Exhibit "A1" a Hacked

COMMON ADDRESS: 1440 West Grand Ave

Elmwood Park, IL 60707

PIN:

12-25-316-073 12-25-316-120 12-25-316-131

PREPARED BY:

Serify Of Cook County Clerk's Office Mark W. Burns, Esq. Schiff Hardin & Waite 7200 Sears Tower Chicago, IL 60606