

**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, 60/3, 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 \$70,120.00, 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:

West Ridge Health Care Properties LLC
6300 N. California Ave
Chicago, IL 60645

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

THE FIRST COMMERCIAL BANK
6945 N. Clark St.
Chicago, IL 60626

Tuesday, May 10, 2011

Lien ID: 3868-5865

Page 1 of 3

UNOFFICIAL COPY

THE LIEN CLAIMANT, **USA Satellite & Cable, Inc.** ("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: **West Ridge Health Care Properties LLC**, owner, **THE FIRST COMMERCIAL 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: **13 01 107 030 0000**

which property is commonly known as **6300 N California Ave, Chicago, IL 60645** (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 **2/17/2010**.

4. Claimant completed its work under its contract on **3/12/2011**, which entailed **Wiring for satellite equipment and updates to systems** to said premises.

5. There is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of **(\$70,120.00)** 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 **(\$70,120.00)** 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	\$91,800.00
B. Change Orders	\$0.00
C. Adjusted Based Contract	\$91,800.00
D. Amount Paid to Date (Credit)	\$21,680.00
E. Value of Lienable Work Performed As To Date of Completion	\$70,120.00
F. Statutory 10% Interest	\$1,133.45
Total Principal Amount of Lien	\$71,253.45

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

UNOFFICIAL COPY

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 & Cable, 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.

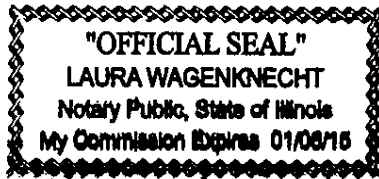
Signed by:



Shai Harmelech

Subscribed and sworn to before me on this Tenth Day of May of 2011.

Notary Public



Tuesday, May 10, 2011

Lien ID: 3868-5865

Page 3 of 3

UNOFFICIAL COPY



Doc#: 0801803154 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/18/2008 03:22 PM Pg: 1 of 10

INSTRUMENT PREPARED BY:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
161 N. Clark Street - Suite 550
Chicago, Illinois 60601

MAIL TO:
THE FIRST COMMERCIAL BANK
6945 N. Clark Street
Chicago, IL 60626



MORTGAGE

This mortgage made and entered into this 20th day of December, 2007, by and between WEST RIDGE HEALTHCARE PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as mortgagor) and THE FIRST COMMERCIAL BANK (hereinafter referred to as mortgagee), which maintains an office and place of business at 6945 N. Clark Street, Chicago, Illinois 60626.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign and convey unto the mortgagee, its successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois:

LOT 21, 22, 23 AND 24 IN BLOCK 1 IN THOMAS J. GRADY'S SIXTH GREEN BRIAR ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-01-107-030-0000
Common Address: 6300 N. California, Chicago, Illinois

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

1
First American Title Order # NCS 318579
DEC 20 2007
ATK

10
K9