## 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:

Quality Construction and Fabrication L.P. 551 Roosevelt Road, Scite #126 Glen Ellyn, IL 60137 (630) 999-6167 qualityconstruct@live.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 GP. \$119,741.00, plus interest pursuant to 770 ILCS 60% and attorney fees pursuant to 770 ILCS 60/17.

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

The Greater Chicago Real Estate Club 401 N. Michigan Ave. Chicago, IL 60611

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

Clopton Capital Lending, LLC 420 W. Ontario St., Apt.206 Chicago, IL 60654

Friday, May 13, 2011

Lien ID: 3870-5868

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## **UNOFFICIAL COPY**

THE LIEN CLAIMANT, Quality Construction and Fabrication, L.P. ("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: The Greater Chicago Real Estate Club, owner, Clopton Capital Lending, LLC, 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"]

PDv: 20 29 120 025 0000

which property is commonly known as 7322 S. Laflin, Chicago, IL 60636 (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 3/17/2011.
- 4. Claimant completed its wor's under its contract on 5/6/2011, which entailed Labor and Materials-Complete Renovation of Premises-Roofing-Electrical-Drywall-doors-trim-hardwood floors-grantite-all fixtures-From Demolidon to Completion. to said premises.
- 5. There is due, unpaid and owing to Claiment, after allowing all credits, the principal sum of (\$119,741.00) 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 (\$119,741.00) 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	\$228,741.00
B. Change Orders	\$0.00
C. Adjusted Based Contract	\$228,741.00
D. Amount Paid to Date (Credit)	\$109,000.00
E. Value of Lienable Work Performed As To Date of Completion	\$119,741.00
F. Statutory 10% Interest	<b>\$229.64</b>
Total Principal Amount of Lien	\$119,970,64

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 rest property listed herein.

### **VERIFICATION**

The undersigned Jason Chappell, being first duly sworn, on oath deposes and states that he is the agent of Quality Construction and Fabrication, L.P., 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 two and correct.

Signed by:

Jason Chappel

T Clart's Office

Subscribed and sworn to before me on this Thirteent', Day of May of 2011.

"OFFICIAL SEAL"
LAURA WAGENKNECHT

Notary Public

Notary Public, State of Illinois
My Commission Expires 01/06/15

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### **CORRECTED LEGAL DESCRIPTION**

LOT 24 (EXCEPT THE WEST 5 FEET THEREOF) IN THE SUBDIVISION OF BLOCK 12 IN JONES' SUBDIVISION OF THE WEST HALF OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL, MERIDIAN, IN COOK COUNTY, ILLINOIS

