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Doc#: 1115731041 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 06/06/2011 12:24 PM Pg: 1 of 3

After recording return to:

Chicago Scaffolding, Inc. 4824 West Lake Street Chicago, IL 60644 (773) 287-8787

STATE OF ILLINOIS ) S.S. COUNTY OF C O O K )

(For Recorder's Use Only)

## ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

The Claimant, CHICAGO SCAFFOLDING, INC, 4824 West Lake Street, Chicago, Illinois 60644 (Claimant), hereby files its Claim for Mechanics Lien against the interest of U.S. BANK, N.A., as Successor to Cosmopolitan Bank and Trust as Trustice under Trust Agreement dated 8/19/98 and known as Trust Number 30863 ("Record Owner"), and AHMAD SALEM (authorized by the Owner to enter into the Agreement described below) in the Real Estate and the improvements thereon (as hereinafter described) and any person claiming in interest in the Real Estate by, through or under the Owner.

Claimant states as follows:

1. On and prior to December 20, 2010, and thereafter, Owner owned fee simple title to the real estate (including all land and improvements thereon) (the "Real Estate") in Cook County, Illinois, commonly known as 2632 West Washington, located in Chicago, Illinois 60612, and legally described as follows:

LOTS 1, 2 AND 3 (EXCEPT THAT PART THEREOF CONVEYED TO THE CITY OF CHICAGO FOR THE WIDENING AND OPENING OF WEST WASHINGTON STREET) IN BLOCK 3 IN MARY SMITH'S RESUBDIVISION OF GILLIAMS SUBDIVISION OF LOT 3 IN THE PARTITION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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The Permanent Real Estate Tax No. is 16-12-418-056-0000.

- 2. On December 20, 2010, Claimant entered into an agreement with Ahmad Salem under which Claimant agreed that Claimant would provide scaffolding equipment for use in the process of constructing a specific improvement upon the Real Estate at the agreed price of \$5,273.20.
- 3. Claimant entered into the Agreement with Ahmad Salem as Record Owner's agent, and the scaffolding equipment was delivered and installed upon the Real Estate with the knowledge and consent of the Owner. Alternatively, Record Owner authorized Ahmad Salem to enter into the Agreement. Alternatively, Record Owner knowingly permitted Ahmad Salem to enter into the Agreement for the improvement of the Real Estate.
- 4. At the special request and direction of Record Owner's agent, Ahmad Salem, Chicago Scaffolding dismantled the scaffolding equipment installed by Chicago Scaffolding upon the Real Estate.
- 5. A significant portion of Claimant's scaffolding equipment was damaged or destroyed by others and pursuant to the Agreement, the cost to replace the damaged equipment is \$21,007.51 for which Record Owner and Ahmad Salem are liable under the Agreement.
  - 6. On April 18, 2011 Claimant completed all work for which Claimant claims a lien.
- 7. As the date hereof, after allowing all credits due Owner, there is due, unpaid and owing to Claimant the sum of \$24,797.51 which principal sum bears interest at the statutory rate of 10% per annum.
- 8. Claimant claims a lien on the Real Estate (including the land and improvements thereon) in the amount of \$24,797.51 for the work described above plus interest at rate of 10 percent per annum pursuant to 770 ILCS 60/1.
- 9. To the extent apportionment is required, Claimant seeks recovery of \$3,780 for the costs to dismantle the scaffolding on an emergency basis because the damage to the scaffolding caused it to be unstable and posed a safety hazard, and \$21,007.51 for the costs to replace Claimant's equipment damaged by others.

CHICAGO SCAFFOLDING, INC.

Its: President

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<u>VERIFICATION</u>
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STATE OF ILLINOIS	)
COUNTY OF COOK	) SS )

Numair Rashid, being first duly sworn on oath, deposes and states, that he is the President of Chicago Scaffolding, Inc., that he is authorized to sign this Verification to the foregoing Original Contractor's claim for Lien, that he has read the Original Contractor's Claim for Lien and the contents contained therein are true.

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SUBSCRIBED AND SWORN

to before me this 3

day of

June, 2011.

NOTARY PURLIC

