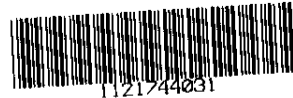


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Original Contractor's Mechanics Lien Claim

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



Doc#: 1121744031 Fee: \$33.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/05/2011 11:48 AM Pg: 1 of 7

WHEREFORE, on or about March 07, 2011, the Property Owners' of, 4101-07 W. IOWA CONDOMINIUM ASSOCIATION (hereinafter referred to as "Owners"), owned the following land with improvement in the County of Cook, State of Illinois, to wit:

See Legal Description attached hereto and incorporated herein as Exhibit "A."

commonly known as:

Owner:	Mortgagee/Lender	Address:	PIN:
ALBANIYA YOUKHANA	Credit Suisse Boston	4101 W Iowa St. Unit 3	16-03-429-045-1003

Chicago, IL 60651

WHEREFORE, on or about MARCH 2, 2011, BRASFIELD CONSTRUCTION (hereinafter referred to as "Claimant"), 2121 Scoville Ave., Berwyn, Cook County, Illinois made a written contract with the Condominium Association (Owners) through its Association Board of Directors to make the following improvements to 4101 W. Iowa St. Unit 3, Chicago, IL 60651 and all appurtenant common elements: See copy of Contract attached hereto and incorporated herein as Exhibit "B".

WHEREFORE, Claimant last performed work on the subject property on June 17, 2011.

WHEREFORE, Claimant has fulfilled performance of all services and materials as contracted.

WHEREFORE, the Property Owners:

Agreed in the initial contract to pay:	<u>\$4,575.00</u>
Change orders required for job completion was:	\$0.00
Are entitled to credits for payment amounting to:	-\$0.00
Leaving due, unpaid and owing to the Claimant:	<u>\$4,575.00</u>

As set forth in the Declaration of Condominium recorded July 08, 2005, as Document No. 0518939059 in Cook County, Illinois, pursuant to and in accordance with sections: 5.A thru 5.J;

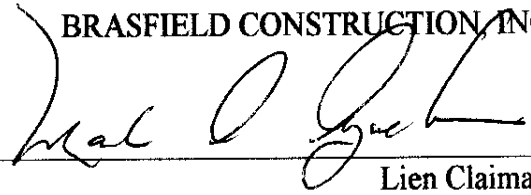
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and 10; also pursuant to and in accordance with sections 9.1 (a); 18.4 (r) of the Illinois Condominium Property Act the total owed is apportioned as follows:

NOW THEREFORE, Lien Claimant hereby files a notice and claim for lien with attorneys fees and interest of 10%, against Subject Property and the improvements thereon, against the interests of Owners and any Other Interest Holders, either named or unnamed, and on monies or other considerations due or to become due from the Owners.

To the extent permitted by law, all waivers of liens given by Claimant, if any, in order to induce payments not received are hereby revoked. Acceptance of payment by Claimant of part, but not the entire amount claimed hereunder shall not operate to invalidate this notice.

BRASFIELD CONSTRUCTION, INC.



Lien Claimant

Property of Cook County Clerk's Office

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VERIFICATION

STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

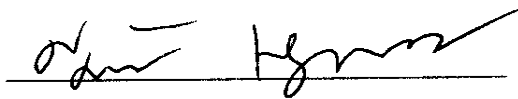
Under penalties, as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned affiant, mark A. Arguelles first being duly sworn, on oath deposes, states and certifies that he is the authorized representative of Brasfield Construction, Inc., and he had read the foregoing Claim and has personal knowledge of the facts stated therein, and that the statements set forth in the foregoing Original Contractor's Amended Mechanics Lien are true and correct.



 MARK A. ARGUELLES

Subscribed and sworn to before me this 4 day of August, 2011.

NOTARY PUBLIC



My commission expires 11-20, 2011.



This instrument was prepared by:

Rebecca S. Kohn
 Law Offices of R. S. Kohn, Ltd.
 3033 N. Sheridan Rd., No. 1003
 Chicago, Illinois 60657
 773.603.0425
 Cook County Firm No. 45612

Property of Cook County
 Kohn's Office

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Exhibit "A"

LEGAL DESCRIPTION

UNITS: 3 IN 4101 W. IOWA, ALL OF WHICH IS PART OF THE 4101-07 W. IOWA CONDOMINIUMS AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 80 IN FREDERICK H. BARTLETT'S CHICAGO AVENUE ALLOTMENT, BEING A SUBDIVISION OF BLOCKS 3 AND 4 IN RESUBDIVISION OF BLOCKS 5 AND 6 IN THE FOSTER SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 0518939059; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF S-9, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT 0518939059.

ADDRESS:

4101-07 W. Iowa St., Chicago, IL 60651

P.I.N.:

4101 W Iowa St. Unit 3	16-03-429-45-1003
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Property of Cook County Clerk's Office

Exhibit B



UNOFFICIAL COPY Brasfield Construction

Estimated cost

P.O. #
DATE: MARCH 2, 2011
REVISED:

2121 Scoville Ave,
Berwyn, IL. 60402
Phone 708-717-0206 Fax 773-289-0513
Contact: Mark Arguelles

City of Chicago lic #: TGC009261 (Gen Contractor)

CUSTOMER INFORMATION 4101-4107 Iowa Condo Assoc
4101-4107 W. Iowa
Chicago, IL, 60651
(630) 229-1172
Customer ID 1033

SITE LOCATION 4101-4107 Iowa Condo Assoc
4101-4107 W. Iowa
Chicago, IL, 60651
(630) 229-1172
Customer ID 1033

Repairs 4101 Iowa Unit 3 Itemized Labor Costs		Unit Price	Sub Total
Kitchen Repairs			
	Repair Dishwasher and other kitchen appliances		\$ 425.00
Painting unit			
	painting all 5 rooms in unit	300	\$ 1,500.00
All remaining misc repairs			
	clean hardwood floors, install stove, fix bathroom sink, replace locks, repair interior door, repair furnace, repair hot water tank. Repaired plumbing & drainage lines. Clean out large amount of garbage		\$ 2,650.00
Estimated Total:			\$ 4,575.00

Exhibit "B"

All other repairs outside the description given above will be a cost plus item. Material costs will be added after building inspection is preformed.

All prices are estimates only and are subject to change depending on findings and further investigations. Any and all change orders will be negotiated separately and charged on a cost plus bases. This proposal is subject to withdrawal after 30 days of proposal date. Any permit fees are cost plus charges.



UNOFFICIAL COPY

Brasfield Construction

Estimated cost

P.O. #

DATE: MARCH 2, 2011

REVISED:

2121 Scoville Ave,
Berwyn, IL. 60402
Phone 708-717-0206 Fax 773-289-0513
Contact: Mark Arguelles

City of Chicago lic #: TGC009261 (Gen Contractor)

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at 4101-07 W. Iowa, Chicago, IL. 60651.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or around March 15, 2011 and shall be substantially completed on or before March 31, 2011. Time is of the essence. The following constitutes substantial commencement of work pursuant to this proposal and contract: Painting Unit.

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of **Four Thousand Five Hundred Seventy-Five Dollars (\$4,575.00)**, subject to additions and deductions pursuant to authorized change order. There will be a 15% scope increase contingency for changes due to discovered unknown deficiencies that must be addressed.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following: half (\$2,287.50) to begin work and all remaining balance is due after completion.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of 30 days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done, a description of materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.



UNOFFICIAL COPY Brasfield Construction

Estimated cost

P.O. #
DATE: MARCH 2, 2011
REVISED:

2121 Scoville Ave,
Berwyn, IL 60402
Phone 708-717-0206 Fax 773-289-0513
Contact: Mark Arguelles

City of Chicago lic #: TGC009261 (Gen Contractor)

5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
8. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment(s) due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
13. Contractor warrants all work for a period of 6 months following completion.

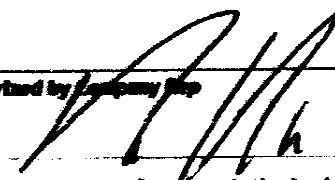
Any permit fees which are not waived the client shall assume financial liability.

This project will be completed within Thirty (30) work days from the date of initiation as long as payment schedule is adhered too.

We accept check, credit card, debt card, cash, and money order. Payment schedule is as follows: half to begin work and all remaining balance is due after completion.

Scope changes are subject payment in full at time of the agreed changes. Any infringement of these payment schedule or contract the client shall be liable for all reasonable attorney's fees, mediator fees, late fees and 10% apr finance charges will incur as a result of such infringement.

1. We have sent two copies of your Estimate/Proposal for your review.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you have any questions or concerns.
4. Send all correspondence to:
Mark Arguelles
2121 Scoville Ave,
Berwyn, IL 60402
Phone 708-717-0206 Fax 773-289-0513

Authorized by _____ Date _____

 Authorized by Home Owner or Authorized Agent _____ Date 3-27-11

Completion/ Accepted by Home Owner _____ Date _____