

# UNOFFICIAL COPY



1130150006

STATE OF ILLINOIS  
COUNTY OF COOK

Doc#: 1130150006 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/28/2011 09:56 AM Pg: 1 of 4

## CLAIM AND NOTICE FOR MECHANIC'S LIEN

1. THE UNDERSIGNED CLAIMANT, M. DIFOGGIO PLUMBING AND SEWER CONTRACTORS INC IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS, MAKES THE FOLLOWING STATEMENT AND CLAIMS A MECHANIC'S LIEN UNDER THE MECHANICS LIEN ACT, 770 ILCS 60 ILLINOIS COMPILED STATUTES, AND ALL AMENDMENTS THERETO, AND STATES HEREIN AND FILES A NOTICE OF CLAIM FOR LIEN AGAINST MPI CONSTRUCTION INC. An Illinois Business corporation of Chicago Illinois and Tiffany Guan and Brenda Guan of Chicago Illinois. on the real estate described as follows:

2. THAT THE REAL PROPERTY KNOWN AND DESCRIBED LEGALLY AS:

Lot 8 in Block 8 in Archer Addition to Chicago, a Subdivision of the West 1/2 of the NE 1/4, of Section , 28 , Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-28-221-003-0000

COMMONLY KNOWN AS: 331 West 24<sup>th</sup> St, CHICAGO ILLINOIS 60616

3. THAT ON OR ABOUT August 11, 2010 at All Times Thereafter, to Date The Above-described Real Estate Was Owned By Tiffany Guan and/ or Brenda Guan

4. A. That on or about That Date, To-wit: August 20, 2010 The Undersigned Claimant Made an Agreement with MPI CONSTRUCTION INC, The General Contractor for the Owners and Claimant Was Knowingly Permitted by the Owners to Enter into Said Agreement and to Do the Agreed Work on Said Real Estate and Pursuant Thereto Claimant Did Provide Labor and Materials Including , the Installation of Same for the Underground Plumbing and Sewer System for the new residential building being constructed at Said Address.

B. That the Claimant Completed Thereunder All That Was Required to Be Done by Said Agreement. in installing the underground plumbing and sewer system.

5. That All Said and Labor and Materials Furnished by Claimant Were Furnished and Delivered Ad d Used in and about the Improvement of the Aforesaid Premises; That the Last Day Said Services Were Rendered Was on July 19, 2011

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6. That There Is Now Justly Due and Owing to Claimant for Said Labor and Materials under the Original Contract Price, as Aforesaid, after Allowing to the Owners and Their Agents All Credits, Deductions and Set-offs, and Payments the Sum of TWENTY THOUSAND DOLLARS ( \$ 20,000.00 ), All of Which Is Still Due and Unpaid. A Copy of the Account Is Attached Hereto as Exhibit "A".

7. That the Above-named Claimant Now Claims a Lien upon the Above-described Premises and Improvements Thereon, and on the Moneys or Other Consideration Due or to Become Due from the Owner under Said Contract to the Said General Contractor, and Against All Persons' in Interest, in the Amount of \$ Twenty Thousand, Seven Dollars ( \$20,000.00) Together with Interest with According to the Statutes.

CLAIMANT **M. DIFOGGIO PLUMBING AND SEWER CONTRACTORS INC**

BY *Mario DiFoggio*  
MARIO DIFOGGIO PRESIDENT

STATE OF ILLINOIS )  
COUNTY OF C O O K)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **MARIO DIFOGGIO**, personally known to me to be the **president** of **M. DIFOGGIO PLUMBING AND SEWER CONTRACTORS INC**, **An Illinois business corporation**,, appeared before me this day in person and acknowledged that, he signed and delivered this Claim for Lien pursuant to authority given by the Board of Directors of said corporation as the free and voluntary act and deed of said corporation,, for the uses and purposes therein set forth.

**GIVEN** under my hand and notarial seal this 5th day of October, 2011

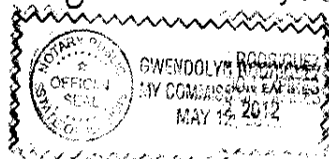
x *Gwendolyn Rodriguez* Notary Public

My commission expires

5/12/2012

PREPARED BY AND MAIL TO;

Mario DiFoggio  
**M. Difoggio Plumbing and Sewer Contractors Inc**  
3216 S Shields Chicago, Illinois 60616





STATE OF ILLINOIS  
COUNTY OF COOK

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WARRANT OF LIEN TO DATE

Gly #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by MPI CONSTRUCTION, INC. to furnish PLUMBING WORK for the premises known as 331 W. 24<sup>TH</sup> STREET of which TIFFANY GUAN is the owner.

THE undersigned, for and in consideration of THIRTY TWO THOUSAND DOLLARS & 00/100 (\$32,000.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 4/19/2011 COMPANY NAME M DIFOGGIO PLUMBING & SEWER CONTRACTORS INC ADDRESS 3216 S. SHIELDS AVE. CHICAGO, IL 60616

SIGNATURE AND TITLE

*Mario Difoggio* Pres.

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) MARIO DIFOGGIO BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) M DIFOGGIO PLUMBING & SEWER CONTRACTORS INC WHO IS THE CONTRACTOR FURNISHING PLUMBING WORK ON THE BUILDING LOCATED AT 331 W. 24<sup>TH</sup> STREET OWNED BY TIFFANY GUAN

That the total amount of the contract including extras\* is \$52,000.00 on which he or she has received payment of \$32,000.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
M DIFOGGIO PLUMBING & SEWER CONTRACTORS INC.	LABOR	27,000.00	-0-	7,000.00	20,000.00
AUBURN SUPPLY CO.	MATERIAL	25,000.00	-0-	25,000.00	-0-
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		52,000.00	-0-	32,000.00	20,000.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 4-19-11

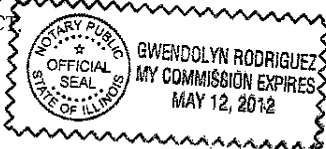
SIGNATURE:

*Mario Difoggio*

SUBSCRIBED AND SWORN TO BEFORE ME THIS

19<sup>th</sup> DAY OF April 2011

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT



*Gwendolyn Rodriguez*  
NOTARY PUBLIC

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Waiver of Lien-Final  
Materials or Labor (Illinois)

State of Illinois)  
County of Cook)

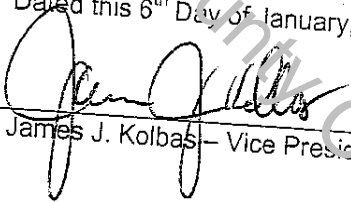
To All Whom It May Concern:

Whereas the undersigned, **Auburn Supply Company, Inc.**, has been employed by, **MDF Construction**, to furnish Plumbing Materials for the said premise known as and address being, **331 West 24<sup>th</sup> Street**, located in the City of **Chicago**, County of **Cook**, State of **Illinois**.

Now, therefore, the undersigned, for and in consideration of the sum of **\$ Twenty Five Thousand Dollars and 00/100 (\$ 25,000.00)**, and other goods and valuable considerations, the receipt whereof is hereby acknowledged by the undersigned, does hereby waive and release to the extent only of the aforesaid amount, paid simultaneously herewith, the lien or right to claim of lien under the statutes of the State of Illinois relating to mechanics' liens, with respect to and on the above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished by the undersigned, to or on account of the said contractor or the said owner for the above-described premises, but only to the extent of the payment aforesaid.

Dated this 6<sup>th</sup> Day of January, 2011

AFFIX SEAL

  
James J. Kolbas - Vice President

Clerk's Office