MECHANICS LIEN CLAIM

STATE OF ILLINOIS

COUNTY OF COOK

Doc#: 1135518026 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/21/2011 12:40 PM Pg: 1 of 6

NATIONAL DECORATING SERVICE, INC. **CLAIMANT**

MODERN WOODCRAFTS, L.L.C.

CREDIT AGRICOLY CORPORATE & INVESTMENT BANK

GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) -004 COV LIMITED

&

BBCAF-VRC, L.L.C.

DEFENDANTS

The claimant, National Decorating Service, Inc., sub-contractor, of 2210 Camden Court, Oak Brook, State of Illinois, County of DuPage, hereby files a claim for lien against Modern Woodcrafts, L.L.C., contractor, of 72 Northwest Drive, Plainfield, State of Connecticut, County of Hardard, and Credit Agricole Corporate & Investment Bank, lender, of 1301 Avenue of the Americas, New York, State of New York, County of New York, and Grosvenor International (American Freeholds) Limited, C/o National Corporate Research Ltd., registered agent, of 520 S. Second Street, Suite 403, Springfield, State of Illipois, County of Sangamon and BBCAF-VRC, L.L.C., C/o National Corporate Research, Ltd., registered agent, of 520 S. Second Street, Suite 403, Springfield, State of Illinois, County of Sangamon (hereinafter referred to as "owners"), and states that on or about August 17, 2011, the owners owned the following described land in the County of Cook, State of Illinois, to wit:

Street Address: TOPSHOP/TOPMAN

830 N. Michigan Avenue

Chicago, IL 60611

A/K/A: P.I.N. #: 17-03-225-029-0000

A/K/A: LEGAL DESCRIPTION: (ATTACHED)

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And, Modern Woodcrafts, L.L.C. was the owners' contractor for the improvement thereof. And, National Decorating Service, Inc. was the owners' contractor's subcontractor for the improvement thereof. That on or about August 17, 2011 said contractor made a sub-contract with the claimant to provide labor and material to perform painting work required for and in said project and property, that on or about September 8, 2011 the claimant completed there under all that was required to be done by said contract.

The following amounts are due on said contract:

Total Balance Due: \$12,575.00

Leaving due, unpaid and owing to the claimant after allowing all credits, the sum of TWELYE THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$12,575.00), for which, with interest, the claimant claims a lien on said land and improvements, and the moneys or other considerations due or to become due from the owners under said contract against said contractor and owners.

National Decorating Service, Inc.

Recorder Return To

Bv:

Lee A. Hart, President

Prepared by/Mail to:

The Law Offices of Richard P. Reichstein, Ltd. 221 N. LaSalle Street, Suite 1137 Chicago, IL 60601

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VERIFICATION

State of Illinois County of DuPage

The affiant, Leo A. Hart, being duly sworn, on oath deposes and says that the affiant is President of the claimant; that the affiant has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.

Leo A. Hart, President

Subscribed and sworn to

Before me, this ja day of December,

2011.

MY COMMISSION EXPIRES:

OFFICIAL SEAL
PATRICIA A. HAAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-10-2014

Notary Public Signature

EXHIBIT "A"

Legal Description of Property:

Address: TOPSHOP/TOPMAN

830 N. Michigan Avenue

Chicago, IL 60611

P.I.N. #: 17-03-225-029-0000

PARCEL 1:

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.19 FEET. THENCE NORTH 0 DEGREES, 02 MINUTES, 05 SECONDS WEST 107.26 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.65 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 0 DEGREES, 12 MINUTES, 49 SECONDS WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 107.26 FEET TO THE SOUTHPAST CORNER OF SAID LOT BEING THE POINT OF BEGINNING OF THE HEREINABOVE DESCRIBED TRACT, ALL IN FERRY'S SUBDIVISION OF PART OF BLOCK 20 IN CAMAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVENIBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965528, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBER 3 118065 AND (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREE'1 LDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS AND TENANTS FROM TIME TO TIME OF THE AMERICAN PROPERTY AND THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES THE EASEMENT AREA LOCATED UPON THE CHESTNUT PROPERTY FOR THE PURPOSE OF INGRESS AND EGRESS, DELIVERIES, LOADING AND UNLOADING, TRASH REMOVAL, TEMPORARY PARKING OF DELIVERY AND SERVICE TRUCKS AND VEHICLES, AND PROVIDING ACCESS TO AND FROM THE SERVICEWAYS, CORRIDORS AND FREIGHT ELEVATORS LOCATED ON THE AMERICAN PROPERTY, (SUCH EASEMENT AREA, AND ALL REPLACEMENT AREAS THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "LOADING DOCK").

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965531, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST

AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, THEIR TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, FMPLOYEES AND INVITEES, AN EASEMENT AND THE RIGHT AND PRI VI LEDGE TO USE THE EASEMENT AREA FOR: (I) PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE FIFTH FLOOR OF THE RETAIL BUILDING, AND (ii) THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ABOVE DESCRIBED ENTRANCE AND DOORS (SUCH ENTRANCE IMPROVEMENTS AND DOORS, AND ALL REPLACEMENTS THEREOF, BEING HEREAFTER COLLECTIVELY CALLED THE "PEDESTAIAN ENTRANCE IMPROVEMENTS").

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93055530, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS CRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TLMF TO TIME OF THE AMERICAN PROPERTY, A NON-EXCLUSIVE EASEMENT AND THE RICHT AND PRIVILEGE TO USE THE EASEMENT AREA, IN COMMON WITH THE GWNERS, OCCUPANTS, TENANTS, AND INVITEES OF THE CHESTNUT PROPERTY AND THEIR SUCCESSORS AND ASSIGNS, FOR: (I) THE USE OF THE EASEMENT AS A MEAN'S OF EMERGENCY EGRESS FROM THE AMERICAN PROPERTY AND THE CHESTNUT PROPERTY, TO PEARSON STREET, AND (ii) FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE FIRE WALL AND ALARM EQUIPMENT AND SYSTEMS AS MAY BE REASONABLY LOCATED WITHIN THE EASEMENT AREA (SUCH WALL, DOORS, AND LIGHTING AND ALARM EQUIPMENT AND SYSTEMS, AND ALL REPLACEMENT THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "EMERGENCY CORRIDOR IMPROVEMENTS")

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965529, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N. A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, AN EXCLUSIVE EASEMENT AND THE RIGHT AND

PRIVILEGE TO USE THE EASEMENT AREA FOR THE OPERATION, MAINTENANCE, REPAIR, SERVICING, AND REPLACEMENT OF THE FIRE PROTECTION EQUIPMENT AND SYSTEMS, A STARWAY AND WATER MAIN SERVING PARCEL 1 LOCATED IN THE EASEMENT AREA WHICH SERVICE THE AMERICAN PROPERTY.