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SWORN SUBCONTRACTOR'S CLAIM FOR MECHANICS' LIEN



Doc#: 1203050010 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 01/30/2012 10:09 AM Pg: 1 of 3

TO OWNER: GX Chicago, LLC 1030 W. Chicago Ave., Suite 300 Chicago, IL 60642

TO FIRST LENDER:
Related UBC Opportunity Fund, LP
c/o Related Companies
60 Columbus Circle
New York, NY 10023

TO SECOND I ENDER: City of Chicago, Illinois by its Clerk 121 N. LaSalle St., Room 107 Chicago, IL 60602

TO GENERAL CONTRACTOR: Ledcor Construction, Inc. One Lincoln Center 18W140 Butterfield Rd., Suite 400 Oakbrook Terrace, IL 60181 TO SUBCONTRACTOR: Galaxy Environmental, Inc. 4242 N. Cicero Ave. Chicago, IL 60641

FROM SUB-SUBCONTRACTOR: Householder Accounting Services, Inc. 310 Busse Highway, Suite 281 Park Ridge, IL 60068

via certified mail

PROJECT NAME: "The Green Exchange."

PROPERTY SITE DESCRIPTION: 2545 W. Diversey Ave., Chicago, IL 60647, P.I.N. 13-25-404-001-0000, and 2753-57 N. Maplewood Ave., Chicago, IL 60647, P.I.N. 13-25-405-000, 13-25-405-002-0000, and 13-25-405-003-0000, legally described on Exhibit A attached.

Pursuant to the Illinois Mechanics Lien Act, 770 ILCS 60/0.01 et seq., particularly §§ 28 and 7 of the Act, Lien Claimant and Sub-subcontractor Householder Accounting Services, Inc. hereby makes this sworn claim for lien against the above interested parties, i.e., Owner, GX Chicago, LLC; First Lender: Related UBC Opportunity Fund, LP; Second Lender: City of Environmental, Inc.; stating as follows:

- 1. Owner has owned the above-described property (the "Site") continuously since prior to September 2, 2010.
- 2. Thereafter, on or about September 2, 2010, Owner entered into a contract with General Contractor (with extra and additional work under subsequent order) to erect a building on and
- 3. Thereafter, as authorized or knowingly permitted by Owner, on or about March 14, 2011, General Contractor entered into a contract with Subcontractor (with extra and additional work under subsequent order) to improve the Site performing construction services.

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- 4. Thereafter, as authorized or knowingly permitted by Owner and/or its agent General Contractor, on or about March 14, 2011, Subcontractor entered into a contract with Subsubcontractor Lien Claimant to furnish accounting services to improve the Site, which included time keeping. The total contract price, including all extra and additional work under subsequent order, is \$8,000.00.
- 5. Lien Claimant furnished its services to improve the Site and fully and satisfactorily performed under its contract and any amendments. It completed work September 30, 2011.
- 6. To date, Subcontractor has paid Lien Claimant a total of \$4,000.00. This was applied first towards payment of non-lienable accounting services. No other or further payment has been made.
- 7. After allowing all just credits, the balance due and owing Lien Claimant is \$4,000.00, plus interest at the rate of 10% per annum on the balance from the date due pursuant to §§ 21 and 1 of the Act, plus the reasonable attorney's fees of the Lien Claimant pursuant to §17(b) of the Act. Lienable time keeper services are \$4,000.00 of the \$4,000.00 unpaid balance due.

The undersigned claims a lien thereof against your interest in the above-described property and also against the money due or to become due from Owner under the original contract as amended.

To the extent permitted by law, all waivers of lien heretofore given by Lien Claimant in order to induce payment not received are hereby revoked. Acceptance of payment by Lien Claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this claim for lien.

Dated: January 26, 2012.

Householder Accounting Services, Inc.

STATE OF ILLINOIS)

COUNTY OF COOK

Roger A. Householder, President

Roger A. Householder, being first duly sworn on oath, deposes and states that he is President of the Lien Claimant, that he has read the foregoing claim for mechanics' lien and knows the contents thereof, and that all of the statements therein are true.

OFFICIAL SEAL

Notary Public - State of Illinois

Subscribed and sworn to before me this 26 day of January, 2012

Notary Public

Roger A. Householder

This lien was prepared by:

Brian J. Mc Collam

Brian J. Mc Collam & Assoc., P.C. 111 W. Washington St., Suite 1051

Chicago, IL 60602

Tel. 312-782-5705

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EXHIBIT A PROPERTY DESCRIPTION

Parcel 1:

Legal description:

LOTS 1 TO 13, ALL INCLUSIVE, LOTS 26 TO 34, ALL INCLUSIVE, AND THE VACATED ALLEY RUNNING NORTH AND SOUTH LYING BETWEEN LOTS 1 TO 12 AND 26 TO 34, AND ALSO THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID NORTH AND SOUTH VACATED ALLEY AND SOUTH OF LOTS 12, 13, 26, 27, AND 28 AND ADJOINING SAID LOTS, AND THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD IN BLOCK 17 IN CROSBY'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

commonly known as 2545 W. Diversey Ave., Chicago, IL 60647

with P.I.N. 13-25-404-001-0000

and

Parcel 2:

Legal description:

LOTS 41, 42, AND 43 IN BLOCK 24 IN CROSE S SUBDIVISION OF THE EAST 50 OF THE SOUTHEAST 54 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

commonly known as 2753-57 N. Maplewood Ave., Chicago, IL 6/3647

with P.I.N. 13-25-405-001-0000, 13-25-405-002-0000, and 13-25-405-003-0000.