

**DOCUMENT RECORDED BY AND RETURN TO:**

Big Brother E-Recording Systems  
6225 N. Milwaukee Ave.  
Chicago, IL 60646  
773-594-9090  
773-594-9094 fax  
Steve@contractorslienservices.com

**DOCUMENT PREPARED BY:**

Edwards Engineering, Inc.  
1000 Touhy Ave  
Chicago, IL 60607  
847-364-8100  
847-364-0188 fax  
clsherwood@edwardsengineering.com

STATE OF ILLINOIS

COUNTY OF COOK

**ORIGINAL CONTRACTORS NOTICE AND CLAIM FOR MECHANIC'S LIEN**

PURSUANT TO SECTIONS 60/1,60/5,60/21, AND 60/24 OF THE LIEN ACT

**NOTICE TO OWNER**

Do not pay the contractor for this work or material unless you have received from the subcontractor a waiver of lien or other satisfactory evidence of payment to the Claimant.

**NOTICE & CLAIM FOR LIEN IN THE**

**AMOUNT OF \$63,703.38, plus interest pursuant to 770 ILCS 60/1 and attorney fees pursuant to 770 ILCS 60/17.**

**TO OWNER OR REPUTED OWNER VIA CERTIFIED MAIL R/R & REG. US MAIL:**

**VALMONT COATINGS, INC.  
ONE VALMONT PLAZA  
OMAHA, NEBRASKA 68154**

# UNOFFICIAL COPY

THE LIEN CLAIMANT, **EDWARDS ENGINEERING, INC.** ("Claimant"), original contractor, claims a lien against the real estate, more fully described below, and against the interest of the following entities in the real estate: **VALMONT COATINGS, INC. (owner)**, and any other party claiming an interest in the real estate, more fully described below, through, or under the Owner, stating as follows:

1. At all times relevant hereto and continuing to the present, **Owner** owned the following described land in the County of **Cook**, State of Illinois, to wit:

**PARCEL: [See the legal description attached hereto and incorporated herein as Exhibit "A " ]**

**PIN: 12-20-301-021-0000**

which property is commonly known as **10909 Franklin Avenue, Franklin Park, IL 60131** (collectively "Project").

2. On information and belief, said Owner contracted with Claimant for certain improvements to said premises.

3. Owner entered into a verbal contract on **04/01/2011**

4. Claimant completed its work under its contract on **12/23/2011**, which entailed **Labor & Materials for HVAC work** to said premises.

5. There is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of **(\$63,703.38)** which principal amount bears interest at the statutory rate of ten percent (9%) per annum, (as provided for by 770 ILCS 60/1) and costs and reasonable attorney fees (as provided for by 770 ILCS 60/17). Claimant claims a lien on the real estate and against the interest of the Owner, and other parties named above, in the real estate (including all land and improvements thereon) and on the monies or other consideration due or to become due from the Owner under said contract, in the amount of **(\$63,703.38)** plus interest. To date, despite due demand for payment, Claimant remains unpaid for its work at the Project and there is no reasonable basis for the failure to pay Claimant.

6. The amount consists of the following:

A. Base Contract	<b>\$63,703.38</b>
B. Change Orders	<b>\$0.00</b>
C. Adjusted Based Contract	<b>\$63,703.38</b>
D. Amount Paid to Date (Credit)	<b>\$0.00</b>
E. Value of Lienable Work Performed As To Date of Completion	<b>\$63,703.38</b>
F. Statutory 9% Interest	<b>\$5,733.30</b>
<b>Total Principal Amount of Lien</b>	<b>\$69,436.68</b>

Claimant states that no apportionment or allocation of this claim for lien is required by law. In the event that allocation or apportionment is held to be required, and only in that event, Claimant claims a lien on each residential, commercial, parking, and/or other proposed units by allocating a percentage of the total amount owed to Claimant on each unit and/or by parcels shown in the legal description by the method required by applicable law.

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7. At all relevant times Owner was aware that Claimant was providing labor and materials for the benefit of the Project and the Property.

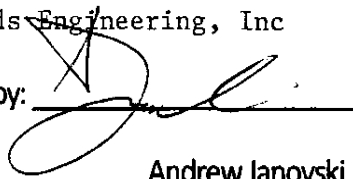
8. To the extent permitted by law, all waivers of lien heretofore given by Claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by Claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this notice and claim for lien upon the real property listed herein.

### VERIFICATION

The undersigned, **Andrew Janovski**, being first duly sworn, on oath deposes and states that he is the agent of **Edwards Engineering, Inc.** that he has read the above and foregoing Original Contractor's Notice and Claim for Mechanic's Lien and that to the best of his knowledge and belief the statements therein are true and correct.

Edwards Engineering, Inc

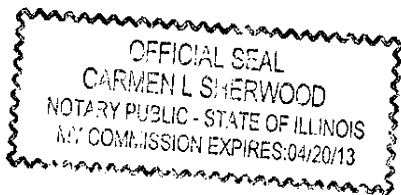
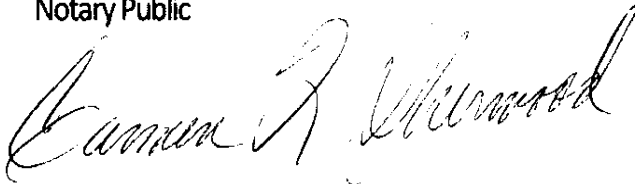
Signed by: \_\_\_\_\_



**Andrew Janovski**  
CFO

Subscribed and sworn to before me on this 24<sup>th</sup> Day of February of 2012.

Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION:

That part of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 40 North, Range 12 East of the Third Principal Meridian, described as:

Commencing at the Southeast corner of said Northeast 1/4 of the Southwest 1/4, thence North 00 degrees 02 minutes 47 seconds West in the North and South Quarter line of said Section 20 for a distance of 386.39 feet to its point of intersection with the Northerly line of a spur track right of way conveyed to the Chicago, Milwaukee, St. Paul and Pacific Railroad by Deed recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 17253046; thence South 78 degrees 20 minutes 35 seconds West in said Northerly right of way line 180.78 feet; thence North 20 degrees 11 minutes West 321.44 feet to a point in the Southwesterly line of Franklin Avenue, as per Document Number 17696458, recorded in the Recorder's Office of Cook County, Illinois; thence North 61 degrees 14 minutes 37 seconds West in said Southwesterly line of Franklin Avenue, a distance of 115 feet to the point of beginning of the tract of land to be described; thence South 28 degrees 43 minutes 51 seconds West, 374.54 feet to a point 20 feet distant from the Northerly line of a spur track right of way; thence South 61 degrees 16 minutes 08 seconds East 27.0 feet to a point of curve; thence Easterly along said curve, convex Southerly, having a radius of 460.28 feet, for a distance of 171.22 feet to a point of intersection with said Northerly line of spur track right of way; thence Westerly and Northwesterly along said spur track right of way, convex Southerly, having a radius of 463.34 feet for a distance 232.32 feet to a point of tangency; thence continuing North 61 degrees 16 minutes 08 seconds West along said spur track right of way for a distance of 650.20 feet to a point in said spur track right of way 1616.0 feet (as measured along said spur track right of way) Southeast of the East line of Wolf Road (being a line 50.0 feet East of the West line of the Northwest 1/4 of Section 20 aforesaid); thence North 51 degrees 48 minutes 23 seconds West for a distance of 121.66 feet; thence North 61 degrees 16 minutes 08 seconds West a distance of 30.0 feet; thence North 28 degrees 43 minutes 52 seconds East for a distance of 375.88 feet to the Southwesterly line of Franklin Avenue, hereinbefore described; thence South 61 degrees 14 minutes 37 seconds East along said Southwesterly line of Franklin Avenue for a distance of 829.86 feet to the point of beginning; in Cook County, Illinois.

P.I.N.: 12-20-301-021-0000

Property Address: 10909 Franklin Avenue, Franklin Park, Illinois 60131