

**DOCUMENT RECORDED BY  
AND RETURN TO:**

Big Brother E-Recording Systems  
6225 N. Milwaukee Ave. Chicago, IL  
60646 773-594-9090  
[Steve@erecordingonline.com](mailto:Steve@erecordingonline.com)

**DOCUMENT PREPARED BY:**  
Norwood Commercial Contractors, Inc.  
214 Park Street  
Bensenville, Illinois 60106  
630-595-6200  
[Kathy@corwoodcommercial.com](mailto:Kathy@corwoodcommercial.com)

STATE OF ILLINOIS  
COUNTY OF COOK

**ORIGINAL CONTRACTOR'S 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 \$123,455.13, 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:**

**NOTICES SENT TO:**

**Evergreen Plaza Association LTD**  
9730 S. Western Avenue, Suite 418  
Evergreen Park, Illinois 60805

**Provo Group-Att: Marne K. Provo**  
9730 S. Western Ave., Suite 418  
Evergreen Park, Illinois 60805

**R&R Global Partners, LLC-Att: Bryan Rishforth**  
708 Church Street, Suite 231  
Evanston, Illinois 60201-0000

**Planet Fitness-Att: Bryan Rishforth**  
9500 South Western Ave  
Evergreen Park, Illinois 60805

# UNOFFICIAL COPY

THE LIEN CLAIMANT, **Norwood Commercial Contractors, 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: **Evergreen Park Association, LTD** (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'S:** 24-12-214-017, 24-12-214-018, 24-12-214-019, 24-12-214-020,

24-12-214-021, 24-12-214-022, 24-12-214-023, 24-12-214-033, 24-12-214-034, 24-12-236-002,

24-12-236-004, 24-12-236-006

which property is commonly known as **95<sup>th</sup> and Western Avenue** (collectively "Project").

2. On information and belief, said (Lessee), **Planet Fitness aka Provo Group aka R&R Global Partners** contracted with Claimant for certain improvements to said premises in the value of **\$759,725.44 plus additional work orders totaling \$34,001.87.**

3. **Planet Fitness-Bryan Rinaldi** (Lessee) with owners permission entered into a written contract with Claimant on **01/02/12.**

4. Claimant completed its work under its contract on **02/10/12**, which entailed **Labor & Materials-Complete Remodeling of Tenant Leased Space**

5. There is due, unpaid and owing to Claimant, after allowing all credits of **\$682,000.00** dollars the principal sum of **(\$111,727.31)** which principal amount bears interest at the statutory rate often percent (10%) 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 **(\$111,727.31)** 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>\$759,725.44</b>
B. Change Orders	<b>\$34,001.87</b>
C. Adjusted Based Contract	<b>\$793,727.31</b>
D. Amount Paid to Date (Credit)	<b>\$682,000.00</b>
E. Value of Lienable Work Performed As	<b>\$793,727.31</b>
To Date of Completion	
F. Statutory 10% Interest	<b>\$11,727.82</b>

# UNOFFICIAL COPY

Total Principal Amount of Lien

\$123,455.13


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.

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

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, Douglas Hudson, being first duly sworn, on oath deposes and states that he is the agent of Norwood Commercial Contractors, 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.

Signed by:   
Douglas Hudson

Subscribed and sworn to before me on this Sixteenth Day of March of 2012.

Notary Public



