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CONTRACTOR'S NOTICE AND CLAIM FOR MECHANICS LIEN



Doc#: 1301149047 Fee: \$37.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/11/2013 03:29 PM Pg: 1 of 9

STATE OF ILLINOIS)
)
COUNTY OF COOK)

ASHER HOME REMODEL, INC.
(CLAIMANT)

-VS-

Michael C. Mech

The Michael C. Mech Trust

Wells Fargo Bank, N.A.

(DEFENDANTS) (All addresses listed on Exhibit "C")

YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT:

THE CLAIMANT, ASHER HOME REMODEL, INC., (Contractor), an Illinois Corporation, of 240 East Lake Street - Suite 103, Addison, Illinois 60101, claims a Mechanics Lien against the real estate, more fully described below, and against the interest of the following entities in the real estate: **Wells Fargo Bank, N.A.** (Lender); **The Michael C. Mech Trust** (Trust); **Michael C. Mech** (Mortgagor / Borrower and Trustee for Michael C. Mech Trust), and any other persons claiming an interest in the real estate, more fully described below, stating as follows:

1. At all times relevant hereto and continuing to the present, **Michael C. Mech** (Mortgagor / Borrower and Trustee for The Michael C. Mech Trust) owned the following described land in the County of Cook, State of Illinois, to wit:

PROPERTY: Commonly known as 2517 Orchard Street, Blue Island, Illinois 60406

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PIN: 24-25-410-018-0000

See attached **EXHIBIT "A"** - Legal Description (hereinafter "**PROPERTY**").

2. On information and belief, **Michael C. Mech** (hereinafter "**OWNER**") contracted with **ASHER HOME REMODEL, INC.** for certain improvements to said **PROPERTY**.

3. That **ASHER HOME REMODEL, INC.** (hereinafter "**CLAIMANT**"), entered into a contract (hereinafter "**AGREEMENT**") with **OWNER**, dated June 11, 2012, to furnish labor and material to perform roofing, gutter, and miscellaneous work, and associated accessories for use at said **PROPERTY**.

4. That the value of the **AGREEMENT**, dated June 11, 2012, is for \$15,122.38.

5. That, after signing the **AGREEMENT**, **OWNER** directed **CLAIMANT** to not perform the gutter work. The gutter work was included in the scope of **ASHER**'s work in said **AGREEMENT**.

6. That the value of the work, not performed at the direction of **OWNER**, is \$75.52 and that \$75.52 was properly deducted from the value of the **AGREEMENT** to between **OWNER** and **CLAIMANT**. (See SUMMARY OF OUTSTANDING COSTS – **Exhibit "B"**)

7. That, in addition to the original **AGREEMENT** value of \$15,122.38, the **OWNER** directed **CLAIMANT** to re-roof the garage roof (only) and to obtain the Building Permit. These two additional work items were not included in the scope of **CLAIMANT**'s work in the original **AGREEMENT** value of \$15,122.38.

8. That, during the course of construction and following construction, **OWNER** presented four (4) checks to **CLAIMANT** for payment to outstanding monies owed totaling \$3,882.45. That after **CLAIMANT** presented each of these four (4) to its Bank, **CLAIMANT'S** Bank then determined that the **OWNER** had insufficient funds to cover the value of the checks written to **CLAIMANT**. The cost for returning checks written by **OWNER** and returned to

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CLAIMANT was \$120.00. The amount of \$120.00 was added to the value of additional work performed by CLAIMANT on behalf of OWNER as indicated on **Exhibit "B"**.

9. That the total value of the additional work, performed at the direction of **OWNER**, including the cost of the four (4) returned checks, is \$1,240.00 and that \$1,240.00 was properly added to the value of work **CLAIMANT** performed on said **PROPERTY**. (See SUMMARY OF OUTSTANDING COSTS – **Exhibit "B"**)

10. The total revised value of the work performed by **CLAIMANT**, representing the original **AGREEMENT** value of \$15,122.38, less the value of work not performed of \$75.52, plus the value of the additional work performed of \$1,240.00, is \$16,286.86.

11. That **CLAIMANT** completed the roofing, miscellaneous work, and the balance of the work under said **AGREEMENT**, including all the additional work, on September 19, 2012, which entailed the delivery of said material and labor.

12. That all work performed by **CLAIMANT** at the **PROPERTY** is lienable work which, at the time it was performed, has been accepted and incorporated on the **PROPERTY** and enhanced the value of the **PROPERTY**.

13. That there is due and owing to **CLAIMANT (ASHER HOME REMODEL, INC.)**, based upon the **AGREEMENT** value of \$15,122.38, less the value of work not performed under the **AGREEMENT** of \$75.52, plus the value of additional work performed of \$1,240.00, for a total revised value of \$16,286.86, and payments made by **OWNER** to **CLAIMANT (ASHER HOME REMODEL, INC.)** of \$6,684.48, the principal sum of **\$9,602.38 (Nine Thousand, Six Hundred Two and 38/100)** which principal amount bears interest at the statutory rate of ten percent (10%) per annum. (See SUMMARY OF OUTSTANDING COSTS - **Exhibit "B"**)

14. **CLAIMANT (ASHER HOME REMODEL, INC.)** claims a Mechanics Lien on the real estate and against the interest of **OWNER (Michael C. Mech)**, and other parties named


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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 **\$9,602.38 (Nine Thousand, Six Hundred Two and 38/100)** plus interest.

15. PURSUANT TO THE ILLINOIS MECHANICS LIEN ACT, ASHER HOME REMODEL, INC. WILL FILE ITS CONTRACTOR'S CLAIM FOR LIEN UNLESS THE AFORESAID SUM SHALL BE PAID WITHIN 10 (TEN) DAYS OF THIS NOTICE.

16. 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 claim.

ASHER HOME REMODEL, INC.


By: 
Maggie Fong, Authorized Agent

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

AFFIDAVIT

The Affiant, **Maggie Fong**, being first duly sworn, on oath deposes and says that the Affiant is an authorized representative of **ASHER HOME REMODEL, INC.**, that the Affiant has read the foregoing Contractor's Notice And Claim For Mechanics Lien and knows the contents thereof; and that all the statements therein contained are true and correct.



Maggie Fong

SUBSCRIBED AND SWORN to
before me this 12th day
of December, 2012.



NOTARY PUBLIC

(S E A L)



My commission expires 4/18/13.

This instrument prepared by:
THE LAW OFFICE OF WILLIAM A. SHELBY, P.C.
130 E. Saint Charles Road
Villa Park, Illinois 60181
(630) 317-7156

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EXHIBIT A

LEGAL DESCRIPTION

LOT 4 (EXCEPT THE EAST 10 FEET THEREOF), IN BLOCK 1 IN SOUTH HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED JUNE 22, 1889, IN BOOK OF PLATS, PAGE 2.

Permanent Index Number: 24-25-410-018-0000

CKA: 2517 Orchard Street, Blue Island, Illinois 60406

Property of Cook County Clerk's Office

UNOFFICIAL COPY**A****SHER HOME REMODEL INC****ROOFING/SIDING/GUTTER****SUMMARY OF OUTSTANDING COSTS**

Date 11/27/2012

HOME OWNER INFORMATION

Michael Mech
2517 Orchard Street
Blue Island, Illinois 60406

Original AGREEMENT Amount (per June 11, 2012 AGREEMENT) \$ 15,122.38

LESS 1ST PAYMENT MADE

(1) First Midwest Bank (Bank Check) dated 7/23/12	3,000.00	
(2) Bank of America (Cashier's Check) dated 8/3/12	1,000.00	
(3) Bank of America (The Michael C. Mech Trust) check # 1000 dated 10/21/12	1,000.00	
(4) Bank of America (The Michael C. Mech Trust) check # 3001 dated 10/22/12	300.00	
(5) First Midwest Bank (Bank Check) dated 11/15/12	400.00	
(6) Money Order dated 11/15/12	60.00	
TOTAL AMOUNT PAID TOWARDS "FIRST PAYMENT"	5,760.00	(5,760.00)

LESS 2ND PAYMENT MADE

(No monies received towards "2ND PAYMENT")

LESS DEDUCTIBLE PAID

(1) First Midwest Bank (Temp. Check # 0025) dated 8/18/12	924.48	
TOTAL AMOUNT PAID TOWARDS "DEDUCTIBLE"	924.48	(924.48)

LESS DELETED SCOPE

(1) Item # 13 / p.8 (Gutter)	75.52	
TOTAL AMOUNT OF "DELETED SCOPE"	75.52	(75.52)

PLUS ADDITIONAL SCOPE

(1) Re-Roof (Only) Garage Roof	1,100.00	
(2) Permit Fee	20.00	
(3) NSF Fees (4 checks @ \$30.00/check)	120.00	
	1,240.00	1,240.00

TOTAL AMOUNT DUE**\$ 9,602.38**

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Exhibit "C"

SERVICE LIST FOR RECORDING

VIA CERTIFIED MAIL R/R
#7011 2970 0002 8932 3912

Michael C. Mech
2517 Orchard Street
Blue Island, IL 60406

VIA CERTIFIED MAIL R/R
#7011 2970 0002 8932 3929

Michael C. Mech Trust
Attn: Michael C. Mech - Trustee
2517 Orchard Street
Blue Island, IL 60406

VIA CERTIFIED MAIL R/R
#7011 2970 0002 8932 3936

Wells Fargo Bank, N.A.
Attn: Ms. Wendy A. Butler
2701 Wells Fargo Way
MAC X9999-018
Minneapolis, MN 55467-8000

VIA CERTIFIED MAIL R/R
#7011 2970 0002 8932 3943

Wells Fargo Bank, N.A.
Attn: Residential Loan Officer
1 Home Campus
Des Moines, IA 50328

VIA CERTIFIED MAIL R/R
#7011 2970 0002 8932 3950

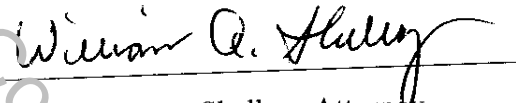
Illinois Corporation Service "C"
Attn: Agent for Wells Fargo Bank, N.A.
801 Adlai Stevenson Drive
Springfield, IL 62703

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PROOF OF SERVICE

(RECORDING)

William A. Shelby, an attorney, under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, certifies that he served the Contractor's Notice And Claim For Mechanics Lien, together with the documents referred to therein, upon the aforementioned parties indicated on **Exhibit "C"**, by placing a copy of the same in an envelope properly stamped with prepaid postage - by CERTIFIED MAIL RETURN RECEIPT REQUESTED, sealed, and addressed, and placing same with the U.S. Post Office in Villa Park, Illinois 60181 at or about the hour of 5:00 p.m. on January 11, 2013.



William A. Shelby - Attorney