



Doc#: 1310250012 Fee: \$32.00  
RHSP Fee:\$10.00 Affidavit Fee:  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 04/12/2013 11:14 AM Pg: 1 of 3

DOCUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:  
TCH Masonry, Inc.  
1210 E. Paddock Dr.  
Palatine, IL 60074

**NOTICE AND CLAIM FOR SUB-CONTRACTOR'S MECHANIC'S LIEN**

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED RESTRICTED DELIVERY**

Eric S. Stern & Esther Stern  
2855 W. Greenleaf Ave.  
Chicago, IL 60645

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED RESTRICTED DELIVERY**

Eric S. Stern & Esther Stern  
7033 N. Kedzie, Apt 701  
Chicago, IL 60645

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED RESTRICTED DELIVERY**

RBS Citizen Bank  
One Citizen Plaza  
Providence, RI 02903

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED RESTRICTED DELIVERY**

TCF National Bank  
Retail Lending Department  
555 E. Battlefield Rd  
Lombard, IL 60148

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED RESTRICTED DELIVERY**

Construction By Design LLC  
8207 Skokie Blvd.  
Skokie, IL 60077

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED RESTRICTED DELIVERY**

Construction By Design LLC  
Attn: Raffi Arzoumanian  
512 N. Mcclurg# Ste.3610  
Chicago, IL 60611

# UNOFFICIAL COPY

The undersigned Subcontractor The undersigned TCH Masonry, Inc. (Claimant), of 1210 E. Paddock Dr., Palatine, IL 60074, hereby files Notice and Claim for Lien against Eric S. Stern & Ester Stern (Owner), Construction By Design LLC (General Contractor), RBS Citizen Bank (Mortgagee) and TCF national Bank (Mortgagee)..

Claimant states as follows:

1. On or about January 18, 2012 Eric E. Stern and Esther Stern were the Owners of the Property described as:

THE WEST HALF OF LOT 17 AND ALL OF LOT 18 IN BLOCK 4 IN LOWENMEYER'S CALIFORNIA AVENUE ADDITION ROGERS PARK IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE FIRST PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS..

PINs: 10-36-108-037-0000  
PROPERTY ADDRESS: 2855 W. Greenleaf Ave., Chicago, IL 60645

2. On or about January 18, 2012, TCH Masonry, Inc. was the Owner's Subcontractor Contractor for the development of the Property.
3. On or about January 18, 2012, TCH Masonry, Inc, as the Owner's Subcontractor, and Claimant made a contract for the improvement of said property to provide labor and materials for various masonry improvements and on or about April 9, 2012 started providing masonry work such as masonry room addition; reposition of all windows; new concrete stairs and sidewalk; new foundation for room addition; installation of drain tile; spots tuck-pointing on existing building pressure washing of existing building; demolition of front stairs; dirt removal, pursuant to the contract with the General Contractor.
4. On December 11, 2012, was the last date when Claimant has performed substantial work on the Property. Claimant has substantially completed as required by contract, Claimant has completed work and provided materials to the total amount of \$56,973.00.
5. That with Owner's knowledge, permission and consent, General Contractor requested extras to be completed by Claimant and Claimant has completed extras valued in the amount of \$5,320.00.
6. The following amount is due but remains unpaid on said contract:


Contract -	\$56,973.00
Work completed/material	\$56,973.00
<b>Total balance due</b>	<b>\$8,070.00</b>

7. Leaving due, unpaid and owing to the Claimant after all credits, the sum of **\$8,070.00**, for which, with statutory interest from the completion date, the Claimant claims a mechanics' lien on said land, title and ownership of said land, all improvement thereon, mortgages, beneficial interests, if any, and improvements, and on all of the moneys or other considerations due or to become due from the Owner.

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To the extent permitted by law, all waivers of lien heretofore given by Claimant 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. Pursuant to the Illinois Mechanic's Lien Act, the undersigned will file the subcontractor's claim for lien unless the aforesaid sum shall be paid.

Dated: January 30, 2013

  
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Tomasz Chudy, President, TCH Masonry, Inc.

**“THE SUBCONTRACTOR PROVIDING THIS NOTICE HAS PERFORMED WORK FOR OR DELIVERED MATERIAL TO YOUR HOME IMPROVEMENT CONTRACTOR. THESE SERVICES OR MATERIALS ARE BEING USED IN THE IMPROVEMENTS TO YOUR RESIDENCE AND ENTITLE THE SUBCONTRACTOR TO FILE A LIEN AGAINST YOUR RESIDENCE IF THE SERVICES OR MATERIALS ARE NOT PAID FOR BY YOUR HOME IMPROVEMENT CONTRACTOR. A LIEN WAIVER WILL BE PROVIDED TO YOUR CONTRACTOR WHEN THE SUBCONTRACTOR IS PAID, AND YOU ARE URGED TO REQUEST THIS WAIVER FROM YOUR CONTRACTOR WHEN PAYING FOR YOUR HOME IMPROVEMENTS.”**


**“THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.”**

### CERTIFICATION

(Pursuant to 735 ILCS 5/1 - 109)

Under penalties, as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned, TOMASZ CHUDY, certifies that the statements set forth in the foregoing Notice and Claim are true and correct, except as to matters therein set forth to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Dated: January 30, 2013

  
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Tomasz Chudy, President, TCH Masonry, Inc.