

DOCUMENT PREPARED BY:
AND RETURN TO:

Jerzy Rojek d/b/a Dakin Flooring
7070 N. School Street
Chicago, Illinois 60634
PH#: 773-727-2205

STATE OF ILLINOIS COUNTY OF COOK

ORIGINAL CONTRACTOR NOTICE AND CLAIM FOR MECHANIC'S LIEN

NOTICE TO OWNER
OR INTERESTED PARTIES:

4036-46 N. Western, LLC
2853 N. Paulina Road
Chicago, Illinois 60604
Att Bartlomiej J. Przyjemski

NOTICE & CLAIM FOR LIEN IN THE
AMOUNT OF **\$1,800.00 plus interest** pursuant to
770 ILCS 60/1 and Attorney's fees.

Bridgette M. McGeehan
4046 N. Western Ave
Chicago, Illinois 60618

Home Trust Mortgage Corporation
1475 E. Woodfield Road, Ste 110
Schaumburg, Illinois 60173

THE UNDERSIGNED LIEN CLAIMANT, Jerzy Rojek d/b/a Dakin Flooring, (hereinafter sometimes also referred to as ("Claimant")) hereby records a claim for Mechanics Lien against Bridgette M. McGeehan (Owners)of record who has an address of 4046 N. Western Ave, Chicago, Illinois 60618, 4036-46 N. Western, LLC (Developer) by way of oral agreement with Bartlomiej J. Przyjemski (Owner) at time of contract, and Home Trust Mortgage Corporation (Mortgagor) in the amount of **\$1,800.00** and all other persons or entities having or claiming an interest in the below described real estate, and in support thereof states as follows:

1. Upon information and belief on December 12, 2012, the above named (Developer) **4036-46 N. Western, LLC** owned or had an interest the following described real estate in the County of Cook, State of Illinois. To wit:

(See Attached Legal Description as Exhibit A)

P.I.N:(s) **13-13-418-038-0000** Commonly known as: **4046 N. Western Ave, Chicago, Illinois 60618** and which is hereinafter together with all improvement thereto referred to as the 'Premises'.

2. On or about December 12, 2012 "Claimant" under an oral agreement (General Contract) with " 4036-46 N. Western LLC", owner and or agent for the registered (Owner)(s) by way of a verbal Agreement contract for of said property. Who had direct dealings with said

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(Claimant) who on January 11, 2013, executed said verbal contract with (Claimant) who delivered said materials on or about March 19, 2013, pursuant to the agreement to supply all necessary Labor & Materials including plywood underlayment and Hardwood Flooring. Upon information and belief (Claimant) was knowingly permitted by said parties as the (Owners) to enter into said contract. According to the contract the "Claimant" was to and did provide all materials (pursuant to contract) to the Premises and related services to and for the benefit of the premises for the sum of **\$3,200.00 dollars** (Labor) & (Materials) (hereinafter sometimes also referred to as the "Contract" \$3,200.00 for a total contract amount of **\$3,200.00 dollars due and owing**.

3. On separate occasions, said (Claimant) by direct dealings with "Bartłomiej J. Przyjemski" (Owner)(s) with the full knowledge and consent as to all owners of said property.
4. On ~~3-29-13~~ Claimant completed the delivery of items pursuant to the oral agreement and agreed extra (labor-material and services) and related improvements as required by the Contract.
5. (Owners) is entitled to credits on account thereof as follows, to wit **\$-1,400.00-** dollars leaving due, unpaid and owing to Claimant on account thereof, after allowing all credits, the sum of **\$1,800.00 (One Thousand Eight Hundred and /00 Dollars)** for which, with interest, attorney fees, and costs of collection, the Claimant claims a Mechanics Lien on said premises, land and improvements.
6. On information and belief, the labor, materials and equipment for said work and in the improvement of the aforementioned premises supplied by Claimant was done with the knowledge and consent of the representatives and/or beneficiaries of the Owner by way of possession holding record title to the premises.

By: Jerzy Rojek
 Jerzy Rojek d/o/a Dakin Flooring

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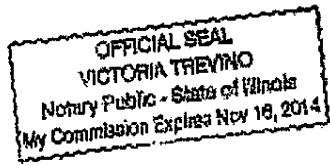
STATE OF ILLINOIS

COUNTY OF COOK

THE AFFIANT, on behalf of Jerzy Rojek d/b/a Dakin Flooring, first duly sworn on oath deposes and says, that he is the Claimant; that he has read the foregoing claim for original claim for mechanic's lien, knows the contents thereof, and that all statements therein contained are true to the best of his information and belief.

Subscribed and sworn to before me this 28th day of June, A.D. 2013.

Victoria Trevino
Notary Public



Property of Cook County Clerk's Office

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Legal Description

Parcel 1:

Unit 2 in the 4046 N. Western Avenue Condominium as delineated on a survey of the following described real estate:

Lot 4 in Block 3 in Paul O. Stensland's Subdivision of the East 664.71 feet of Lots 1, 2, 3 and 4 in Shelby and Magoffin's Subdivision of the South 1/2 of the Southeast 1/4 of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, (except that part of said Lots lying East of the of a line 50 feet West of and parallel with the East line of said Section 13 taken for widening Western Avenue) in Cook County, Illinois;

which survey is attached as Exhibits to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for 4046 North Western Avenue Condominium Association recorded February 4, 2013 as document number 1303544089, Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the 4046 North Western Avenue Condominium Association recorded February 6, 2013 as document number 1303722025 and Second Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the 4046 North Western Avenue Condominium Association recorded February 13, 2013 as document number 1304416003, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois,

Parcel 2:

The exclusive right to the use of Parking Space 021, a limited common element, as delineated on the survey attached to the Declaration, aforesaid, recorded as document number 1303544089.

Pin: 13-13-418-038-0000

Mortgagor also hereby grants to the Mortgagee, its successors and assigns, as right and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the Declaration of Condominium.

This mortgage is subject to all rights, easements and covenants, provisions, and reservation contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.