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MECHANIC'S LIEN:

CLAIM

Doc#: 1604808264 Fee: \$43.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 02/17/2016 01:50 PM Pg: 1 of 5

STATE OF ILLINOIS }

}

COUNTY OF Cook }

}

AFFORDABLE WELDING, US, INC. DBA
AFFORDABLE WELDING IRONWORKS

CLAIMANT

-VS-

830 NMA, LLC
Metropolitan Life Insurance Company
W. E. O'NEIL CONSTRUCTION CO.

DEFENDANT(S)

The claimant, **AFFORDABLE WELDING, US, INC. DBA AFFORDABLE WELDING IRONWORKS** of Chicago, IL 60617, County of **Cook**, hereby files a claim for lien against **W. E. O'NEIL CONSTRUCTION CO.**, contractor of 1245 W. Washington Boulevard, Chicago, State of IL and **830 NMA, LLC** Chicago, IL 60611 {hereinafter referred to as "owner(s)"} and **Metropolitan Life Insurance Company** Morristown, NJ 07962 {hereinafter referred to as "lender(s)"} and states:

That on or about **03/04/2015**, the owner owned the following described land in the County of **Cook**, State of Illinois to wit:

Street Address: **830 N. Michigan Avenue Chicago, IL 60611:**

A/K/A: **SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"**

A/K/A: **TAX # 17-03-225-029**

and **W. E. O'NEIL CONSTRUCTION CO.** was the owner's contractor for the improvement thereof. That on or about **03/04/2015**, said contractor made a subcontract with the claimant to provide **labor and material for structural and miscellaneous steel fabrication and installation** for and in said improvement, and that on or about **11/15/2015** the claimant completed thereunder all that was required to be done by said contract.

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The following amounts are due on said contract:

Contract	\$331,500.00
Extras/Change Orders	\$215,916.00
Credits	\$0.00
Payments	\$420,433.00

Total Balance Due \$126,983.00

leaving due, unpaid and owing to the claimant after allowing all credits, the sum of **One Hundred Twenty-Six Thousand Nine Hundred Eighty-Three and no Tenths (\$126,983.00) Dollars**, for which, with interest, the Claimant claims a lien on said land, beneficial interests, if any, recorded or unrecorded leasehold interest, if any, and improvements, and on the moneys or other considerations due or to become due from said contractor and/or owner under said contract.

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.

IN WITNESS WHEREOF, the undersigned has signed this instrument on **February 2, 2016**.

**AFFORDABLE WELDING, US, INC. DBA
AFFORDABLE WELDING IRONWORKS**

X BY: *Peter Zizzo*
Peter Zizzo President

Prepared By:
AFFORDABLE WELDING, US, INC. DBA AFFORDABLE WELDING IRONWORKS
3100 E. 87th Street
Chicago, IL 60617
Peter Zizzo

VERIFICATION

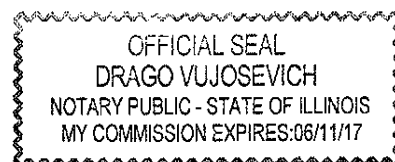
State of Illinois
County of Cook

The affiant, Peter Zizzo, being first duly sworn, on oath deposes and says that the affiant is President of the claimant; that the affiant has read the foregoing claim for lien and knows the contents thereof and that all the statements therein contained are true.

X *Peter Zizzo*
Peter Zizzo President

Subscribed and sworn to
before me this **February 2, 2016**.

X *Drago Vujosevich*
Notary Public's Signature



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EXHIBIT A TO DEED

Legal Description

PARCEL 1:

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.19 FEET; THENCE NORTH 0 DEGREES, 02 MINUTES, 05 SECONDS WEST 107.26 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.65 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 0 DEGREES, 12 MINUTES, 49 SECONDS WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 107.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT BEING THE POINT OF BEGINNING OF THE HEREINABOVE DESCRIBED TRACT, ALL IN FERRY'S SUBDIVISION OF PART OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965528, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS AND TENANTS FROM TIME TO TIME OF THE AMERICAN PROPERTY AND THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES THE EASEMENT AREA LOCATED UPON THE CHESTNUT PROPERTY FOR THE PURPOSE OF INGRESS AND EGRESS, DELIVERIES, LOADING AND UNLOADING, TRASH REMOVAL, TEMPORARY PARKING OF DELIVERY AND SERVICE TRUCKS AND VEHICLES, AND PROVIDING ACCESS TO AND FROM THE SERVICEWAYS, CORRIDORS AND FREIGHT ELEVATORS LOCATED ON THE AMERICAN PROPERTY, AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT MADE BY AND BETWEEN 111 EAST CHESTNUT CONDOMINIUM ASSOCIATION AND GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, AND BBCAF-VRC, LLC, DATED SEPTEMBER 25, 2013, AND RECORDED OCTOBER 2, 2013, AS DOCUMENT 1327516040, WHICH INCLUDES EXHIBIT C-1 WHICH SUPPLEMENTS BUT DOES NOT REPLACE ORIGINAL DEPICTION IN AGREEMENT.

PARCEL 3:

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EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965531, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES, AN EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR: (i) PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE FIFTH FLOOR OF THE RETAIL BUILDING, AND (ii) THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ABOVE DESCRIBED ENTRANCE AND DOORS (SUCH ENTRANCE IMPROVEMENTS AND DOORS, AND ALL REPLACEMENTS THEREOF, BEING HEREAFTER COLLECTIVELY CALLED THE "PEDESTRIAN ENTRANCE IMPROVEMENTS")

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965530, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, A NON-EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA, IN COMMON WITH THE OWNERS, OCCUPANTS, TENANTS, AND INVITEES OF THE CHESTNUT PROPERTY AND THEIR SUCCESSORS AND ASSIGNS, FOR : (i) THE USE OF THE EASEMENT AS A MEANS OF EMERGENCY EGRESS FROM THE AMERICAN PROPERTY AND THE CHESTNUT PROPERTY, TO PEARSON STREET, AND (ii) FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE FIRE WALL AND ALARM EQUIPMENT AND SYSTEMS AS MAY BE REASONABLY LOCATED WITHIN THE EASEMENT AREA (SUCH WALL, DOORS, AND LIGHTING AND ALARM EQUIPMENT AND SYSTEMS, AND ALL REPLACEMENT THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "EMERGENCY CORRIDOR IMPROVEMENTS")


PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965529, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, AN EXCLUSIVE EASEMENT AND THE RIGHT AND

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PRIVILEGE TO USE THE EASEMENT AREA FOR THE OPERATION, MAINTENANCE, REPAIR, SERVICING, AND REPLACEMENT OF THE FIRE PROTECTION EQUIPMENT AND SYSTEMS, A STAIRWAY AND WATER MAIN SERVING PARCEL 1 LOCATED IN THE EASEMENT AREA WHICH SERVICE THE AMERICAN PROPERTY.

COMMON ADDRESS: 830 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS 60611

PIN: 17-03-225-029 

Property of Cook County Clerk's Office