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NOTICE AND CLAIM FOR CONTRACTOR'S MECHANICS LIEN

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)



Doc#: 1606015015 Fee: \$36.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/29/2016 10:13 AM Pg: 1 of 8

NOTICE AND CLAIM FOR MECHANIC'S LIEN

The Claimant, Vacko Property Services, Inc., currently of P.O. Box 691, Plainfield, Illinois 60544 ("Claimant") hereby files its Notice and Claim for Contractor's Mechanics Lien on the Real Estate legally described on the attached Exhibit A with the common address of 8740 S. Beck Place, Hometown, Illinois (the "Real Estate") and against the interest of the following entities in the Real Estate ("Owners"):

Forest Avenue Properties, LLC, 58 E. Clinton Street, Suite 200, Joliet, Illinois 60432

and any person, corporation or entity claiming an interest in the real estate by, through or under the Owners, including, but not limited to:

Cindy Marschitz, 60 S. Forest Avenue, Naperville, IL 60540

Claimant states as follows:

1. On or about July 27, 2015, and subsequently, Owners owned fee simple title to the Real Estate (including all land and improvements thereon) in Cook County, Illinois, the legal description of which is set forth on the attached Exhibit A which is incorporated herein by reference, the Permanent Real Estate Tax Index Number being 24-03-214-031-0000 and the commonly known address being 8740 S. Beck Place, Hometown, Illinois.

2. On July 27, 2015, Claimant made a written contract with Forest Avenue Properties, LLC and Cindy Marschitz, under which Claimant agreed to provide all necessary labor, material and work for the remodeling of the improvement on the Real Estate. A copy of the contract is attached hereto as Exhibit B.

3. The contract was entered into by Forest Avenue Properties, LLC and Cindy Marschitz, and the work was performed with the knowledge and consent of the Owners. Alternatively, the Owners authorized Forest Avenue Properties, LLC and Cindy Marschitz to enter into the contract. Alternatively, the Owners knowingly permitted Forest Avenue Properties, LLC and Cindy Marschitz to enter into the contract for the improvement of the real estate.

4. Claimant performed additional work in the amount of \$6,624.05.

5. Claimant last performed work under the contract on December 28, 2015.

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6. As of the date hereof, there is due unpaid, and owing to Claimant, after allowing all credits, the principal sum of TWENTY-THREE THOUSAND TWO-HUNDRED SEVENTY-THREE AND 41/100 DOLLARS (\$23,273.41).

7. Claimant claims a lien on the real estate (including all land and improvements thereon) in the amount of TWENTY-THREE THOUSAND TWO-HUNDRED SEVENTY-THREE AND 41/100 DOLLARS (\$23,273.41) plus interest.

Dated: February 24, 2016

VACKO PROPERTY SERVICES, INC.

By: Michael A. Vacko
Its Duly Authorized Agent

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Michael Vacko, being first sworn, deposes that he is the President of Vacko Property Services, Inc.; that he is authorized to make this affidavit; that he has read the above and foregoing Notice and Claim for Contractor's Mechanics Lien; that he is familiar with the contents of the same; and that the facts stated therein are true to the best of his knowledge, information and belief.

Michael A. Vacko

Subscribed and sworn to before me this 24 day of February, 2016.

J.M.C.M.
Notary Public

"OFFICIAL SEAL"
Joseph Nichele
Notary Public, State of Illinois
DuPage County
My Commission Expires 1-22-2018

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STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, being first sworn, depose that I served a copy of the attached Notice and Claim for Mechanic's Lien upon each of the following named parties by depositing a true and correct copy thereof enclosed in a properly addressed, postage prepaid envelope, Certified Mail, Return Receipt Requested, to:


Forest Avenue Properties, LLC
% Gary Davidson, Registered Agent
58 E. Clinton, Suite 200
Joliet, IL 60432

Cindy Marschitz
60 South Forest Avenue
Naperville, IL 60540

at the United States Postal Service mailbox located at 1250 East Diehl Road, Naperville, Illinois on February 29, 2016.



Subscribed and sworn to before me this 29th day of February, 2016



Notary Public

"OFFICIAL SEAL"
Joseph Nichele
Notary Public, State of Illinois
DuPage County
My Commission Expires 1-22-2018

This instrument prepared by and mail to:

Joseph K. Nichele
Broida and Nichele, Ltd.
1250 East Diehl Road, Suite 108
Naperville, Illinois 60563
(630) 245-1515
(630) 245-1565 FAX
lawyers@broida-law.com

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File No. PA1025240



JUDICIAL SALE DEED

Doc#: 1508208207 Fee: \$40.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/23/2015 10:50 AM Pg: 1 of 2

THE GRANTOR, The Judicial Sales Corporation, an Illinois Corporation, pursuant to and under the authority conferred by the provisions of an Order Appointing Selling Officer and a Judgment entered by the Circuit Court of Cook County, Illinois, on May 16, 2014, in Case No. 10 CH 43918, entitled WELLS FARGO BANK, N.A. vs. JOHN J. SCIALASBA, et al, and pursuant

to which the premises hereinafter described were sold at public sale pursuant to notice given in compliance with 735 ILCS 5/15-1507(c) by said grantor on January 13, 2015, does hereby grant, transfer, and convey to **FOREST AVENUE PROPERTIES, LLC**, by assignment the following described real estate situated in the County of Cook, in the State of Illinois, to have and to hold forever:

LOT 607 IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT 2, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 3, LYING NORTH OF THE RIGHT OF WAY OF THE WABASH RAILROAD AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT 1314818.

Commonly known as 8740 SOUTH BECK PLACE, HOMETOWN, IL 60456

Property Index No. 24-03-214-031-0000

Grantor has caused its name to be signed to those present by its Senior Vice President on this 18th day of March, 2015.

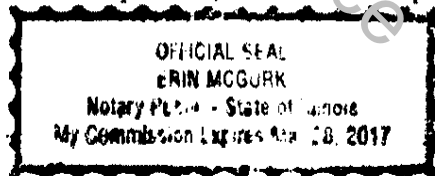
The Judicial Sales Corporation

August R. Butera
Senior Vice President

State of IL, County of COOK ss, I, Erin E. McGurk, a Notary Public, in and for the County and State aforesaid, do hereby certify that August R. Butera, personally known to me to be the Senior Vice President of The Judicial Sales Corporation, appeared before me this day in person and acknowledged that as such Senior Vice President he/she signed and delivered the said Deed pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act, and as the free and voluntary act and Deed of said corporation, for the uses and purposes therein set forth.

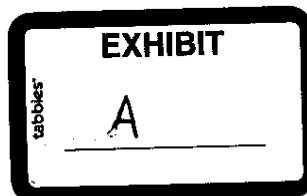
Given under my hand and seal on this
18th day of March, 2015

Notary Public



This Deed was prepared by August R. Butera, The Judicial Sales Corporation, One South Wacker Drive, 24th Floor, Chicago, IL 60606-4650.

Grantor's Name and Address:
THE JUDICIAL SALES CORPORATION



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Judicial Sale Deed

One South Wacker Drive, 24th Floor
Chicago, Illinois 60606-4650
(312)236-SALE

THIS DEED IS NOT EXEMPT FROM THE REAL ESTATE TRANSFER TAX ACT
Grantee's Name and Address and mail tax bills to:

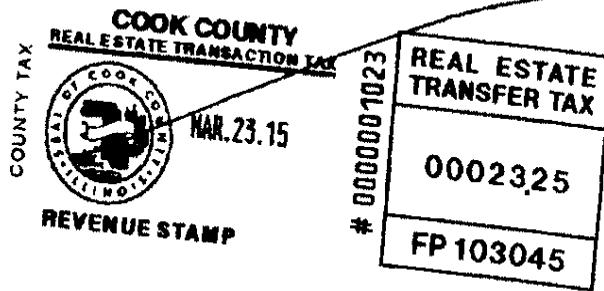
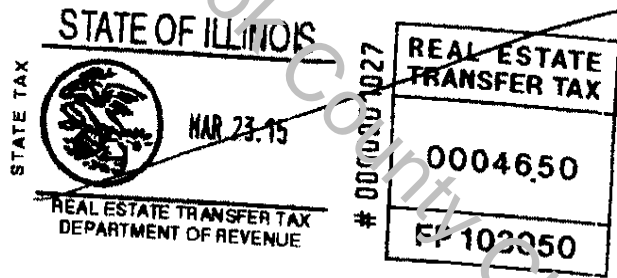
Attention: KEVIN CONNERS

FOREST AVENUE PROPERTIES, LLC, by assignment

Grantee:

Mailing Address: 3400 W. 111TH ST. #479
Chicago, IL 60655

Telephone: 708-990-2762



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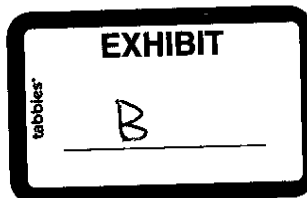
Construction Contract

This is a Construction Contract between the Contractor, Vacko Property Services Inc., an Illinois Corporation, (Vacko Property Services) and Mark & Cindy Marschitz (Customer) for material and labor to be provided at 8740 S. Beck Place Hometown Illinois (Address) in accordance with the Proposal dated 7-24-2015 which Proposal is attached hereto and is incorporated herein by reference. The terms of the Construction Contract (Contract) are:

1. Construction Standards: Vacko Property Services will provide the labor and materials and will make the installations in accordance with the attached proposal and in compliance with applicable statues, building codes, and ordinances. Vacko Property Services warrants material and labor workmanship, according to standard practices, for one year. Fixtures, appliances, and similar installations are warranted only pursuant to the manufacture's warranties. Warranties, are non-transferable from seller to buyer, and void if property is rented.
2. Limited Warranty: No other warranties, express or implied, or other representations, promises, or statement have been made by Vacko Property Services unless endorsed on the Proposal in writing. Vacko Property Services will, in no event, be liable for breach of warranty in a dollar amount exceeding monies paid by the Customer to Vacko Property Services. Implied warranties of habitability and fitness for use or purpose are disclaimed.
3. Customer Not a Consumer: The customer is not going to occupy the building which is the subject of this contract and it will be the intention of the Customer to sell or rent the property to others. The Customer is not a consumer or a retail-type customer for purpose of this Contract.
4. Contract Changes / Municipal Inspections: No changes in this contract will be valid unless accepted in writing by both parties. Any changes to this contract may result in additional cost for labor and materials which the customer agrees to pay for upon presentation of an invoice therefor. Vacko Property Services cannot be held responsible for failed municipal inspections for work not performed by Vacko Property Services. Customer agrees to pay all re-inspect fees and work related charges that may arise from inspection items not on original scope of work.
5. Title to Merchandise: Title to all merchandise shall at all times remain in Vacko Property Services's name until payment therefore has been fully made. The rendition of a bill or a statement does not pass title. The Customer is liable for loss or damage while the materials are on the property or are in the possession or control of the Customer. The Customer agrees, until full payment is made to Vacko Property Services, not to move any merchandise from the place of delivery nor dispose of any merchandise without the written consent of Vacko Property Services. In the case of the Customer's default under this Construction Contract, Vacko Property Services may enter the property, repossess all merchandise/material and sell it.
6. Customer Choices: Customer choice of colors, material, appliances, fixtures and installation are final unless agreed in writing. The Customer shall pay for all materials and labor provided in any such change; however, Vacko Property Services may substitute items of equal or greater value at no additional expense to the Customer. The Customer shall pay for all changes required by the municipal building department or governmental entity or agency.

Initial: AM

Date: 7/27/15



construction process.

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- 8. Limitation of Claims: Any claim for damages by the Customer against Vacko Property Services for any reason shall in no event exceed the amount of money paid by the Customer to Vacko Property Services; in no event will Vacko Property Services be liable for consequential or punitive damages.
- 9. Performance Contingencies: The performance of this Contract by Vacko Property Services is contingent upon strikes, lockouts, fire, delays in transportation, unavoidable casualties, broken pipes, act of God, weather, war, or similar disruption, or any other cause or event beyond Vacko Property Services' control.
- 10. Service Charge: The Customer agrees to pay Vacko Property Services the sum of 1% per month as a service charge on all unpaid balances due to Vacko Property Services over 30 days (12% annually).
- 11. Customer Default: If the customer defaults on any of its obligations herein, then in addition to any other rights and remedies available to Vacko Property Services, the Customer shall pay Vacko Property Services' attorneys' fees, costs and expenses in connection with the enforcement of any of Vacko Property Services' rights hereunder.
- 12. Facsimile/Scanned Signature: This Contract, the Proposal incorporated herein by reference, and all other documents provided for or contemplated by this Contract may be executed in duplicate counterpart and by facsimile/scanned signature
- 13. General Provisions: Time is of essence of this Contract. This Contract shall be binding upon and emure to the benefit of Vacko Property Services and the Customer, and their respective, heirs, executors, administrators, personal representative, officers, directors, managers, successors and assigns. The validity, meaning and effect of this contract shall be determined in accordance with the laws of the State of Illinois. Lawsuits brought with respect to this contract are to be filed only with the Circuit Court of DuPage County, Illinois. Vacko Property Service and the customer each agree, at any time and from time to time, to execute and deliver any and all documents reasonably requested by the other to carry out the intent of this Contract. This Contract and the attached Proposal contain the entire integrated agreement between the parties relating to the transactions contemplated hereby and all prior and contemporaneous agreements, understandings, representations and statements, oral or written are merged herein. The failure of either party to enforce any of the provisions of this Contract or rights with respect to it or fail to exercise any election provided for in it shall be in no way considered to be a waiver of such provisions, rights or elections or in any way affect the validity of this contract. The failure of either party to exercise any of the provisions, rights, or elections shall not preclude or prejudice the party from later enforcing or exercising it or any other provision, rights or elections which it may have under this contract. If any term, provision, covenant, or condition of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties each agree at any time, and from time to time, to execute and deliver any and all documents reasonably requested by the other to carry out the intent of this Construction Contract.
- 14. Notice: All notices, requests, and other communication under this Contract shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed or upon receipt if sent, postage prepaid by United States Registered or Certified mail, return receipt requested, or by commercial overnight delivery service, addressed as provided in the Proposal or such other addresses as the parties shall give notice as provided herein.

Initial: *CH*

Date: 7/27/15

entity or agencies. Full and Final payments due within 10 days of completion. Payments made to Vacko Property Services where insufficient funds are available upon deposit will be charged thirty five dollar charge, plus any bank charges Vacko Property Services receives due to the insufficient payment. Vacko Property Services will provide a Waiver of Lien at the request of Customer.

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Total of Project: \$15,210.00

50% Deposit Required \$7605.00

Estimated Balance \$7605.00 (This estimate does not include any change orders, changes from municipal building departments, governmental entity or agencies).

The parties hereby execute this Construction Contract as of July 24, 2015

Vacko Property Services Inc. an Illinois Corporation

By: *Michael Vacko*

PO. Box 691
Plainfield Illinois 60544
815-733-0490 Cell
mike@vacko.com

Customer:

By: *A. Hausling*

Address: PO Box 241
Town: Naperville Zip: 60566
Phone Number: (312)671-2342
Email: forestavenueproperties@hotmail.com

Initial: *CV*

Date: 7/27/15

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