

UNOFFICIAL COPY



1606834014

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

GENERAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN

Doc#: 1606834014 Fee: \$39.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/08/2016 09:37 AM Pg: 1 of 11

THE UNDERSIGNED LIEN CLAIMANT, Season Comfort Corporation, 107 W. 61st Street, Westmont, IL 60559, hereby files a claim for Mechanics Lien against Centro NP Holdings 1 Spe, LLC, 420 Lexington Avenue, 7th Floor, New York, NY 10170, (hereinafter referred to as "Owner") 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. On February 5, 2015, Owner owned the following described real estate in the County of Cook, State of Illinois, to wit:

PARCEL 1:

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 765.00 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ WITH THE SOUTH LINE OF BIESTERFIELD ROAD AS OCCUPIED BEING A LINE 60.00 FEET AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE SOUTH 88 DEGREES 57 MINUTES 06 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 520.00 FEET TO A LINE 245.00 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 199.99 FEET TO A LINE 260.00 FEET, AS MEASURED ALONG THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE SOUTH 88 DEGREES 57 MINUTES 06 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 199.99 FEET TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD AS WIDENED, BEING A LINE 45.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; 793.50 FEET TO THE

bn

UNOFFICIAL COPY

NORTHEAST CORNER OF LOT 1 IN SERFECZ SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 1984, AS DOCUMENT NUMBER 26939494; THENCE NORTH 88 DEGREES 57 MINUTES 06 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, 125.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1, 21.39 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 06 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 542.46 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 137.89 FEET TO A LINE 1,170.00 FEET, AS MEASURED ALONG THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE NORTH 88 DEGREES 57 MINUTES 06 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 97.52 FEET TO A LINE 810.00 FEET AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 884.99 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 06 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 45.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 225.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

TOGETHER WITH RIGHTS CONTAINED IN A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT BETWEEN ELK GROVE VILLAGE, ELK GROVE TOWN CENTER, L.L.C. AND THE BOARD OF TRUSTEES OF THE VILLAGE OF ELK GROVE VILLAGE DATED AS OF MARCH 13, 1997 AND RECORDED AUGUST 5, 1997 AS DOCUMENT NUMBER 97566666 OVER THE LAND WEST AND ADJOINING AS DESCRIBED THEREIN.

PARCEL 3

TOGETHER WITH RIGHTS CONTAINED IN A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT BETWEEN ELK GROVE TOWN CENTER, L.L.C. AND BEVERLY TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 24, 1997 AND KNOWN AS TRUST NUMBER 74-2478 DATED JULY 25, 1997 AND RECORDED AUGUST 5, 1997 AS DOCUMENT NUMBER 97566670 OVER THE LAND SOUTH AND ADJOINING AS DESCRIBED THEREIN.

UNOFFICIAL COPY

Commonly known as 980 Elk Grove Town Center, Elk Grove Village, IL 60007 which real estate has the following permanent index number, 08-32-202-021-0000 and which is hereinafter together with all Improvements referred to as the "Premises."

2. On February 6, 2015, Lien Claimant made an oral contract with Caputo's & Sons Fruit Market, tenant, whom Owner knowingly permitted to make contracts for improvements, and began work for improvements to the building on said Premises consisting of services of the heating and air systems for the sum of Twenty Four Thousand Six Hundred Fifty One Dollars and 18/100 Dollars (\$24,651.18). (a copy of the Invoices containing Work Order descriptions are attached hereto as **Exh. A**)

3. On February 11, 2016, Lien Claimant last performed work thereunder and all required to be done by said contract and extras.

4. As of the date hereof, there is due, unpaid and owing to Lien Claimant, after allowing all credits, the principal sum of Twenty Four Thousand Six Hundred Fifty One Dollars and 18/100 Dollars (\$24,651.18) for which, with interest, Lien Claimant claims a Mechanics Lien on said Premises.

5. There were no subcontractors or suppliers which performed work under the contract besides Lien Claimant.

Dated: 3-1-16

Season Comfort Corporation

By: 
Donna Folco, President

PIN: 08-32-202-021-0000

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The Affiant, Donna Falco, being first duly sworn on oath, deposes and says that she is President of Season Comfort Corporation, Lien Claimant; that she has read the foregoing claim for lien and knows the contents thereof; and that all statements therein contained are true.



Donna Falco, President
 Season Comfort Corporation
 107 W. 61st Street
 Westmont, IL 60559

Subscribed and sworn to before me
 This 1st day of march, 2016



Notary Public



This document prepared by and mail to:
 Dennis A. Berg
 Pipal & Berg, LLP
 150 S. Wacker Drive, Suite 2650
 Chicago, IL 60606

Season Comfort, Corp.
107 West 61st Street • New York, N.Y. 10020

Fax: 630/810-0263

Date	Invoice #
2/6/2015	205793

Bill To	Location
Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007	Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007

Account #	Technician	Purchase Order #	Work Order #	Work Date	Terms
	Pete		D06732	12/30/2014	Net 30
Qty	Description	Amount			
	Installed return grilles and caps, supply registers, changed filters and belts.				
1	Labor Charge - D06904				
1	Labor Charge - D06718	1,906.25			
1	Labor Charge - D06905	1,875.00			
1	Labor Charge - D06720	875.00			
1	Labor Charge - D06222	1,000.00			
1	Labor Charge - D06912	812.50			
1	Labor Charge - D06732	1,843.75			
34	16x20x2 Filter	1,000.00			
32	20x25x2 Filter	189.03			
24	16x25x2 Filter	178.60			
1	BX44 Power King cog	120.34			
7	BX68 Power King cog	29.52			
1	BX59 Power King cog	98.91			
2	Belt	27.40			
2	BX75 belt	52.69			
2	BX62 V-belt	70.84			
1	Belt	82.60			
1	22" 30 Gauge cap (no crimp)	32.56			
4	Tank CO2	26.42			
12	Spiral register	144.00			
		1,114.55			
<p>Reduce operating costs and increase equipment life. Please ask about our Preventative Maintenance Agreement.</p> <p>Questions regarding this invoice must be addressed within 30 days.</p> <p>All COD invoices are to be paid to the serviceman. Terms on open account charges are net cash. Customer agrees to pay a service charge of 2% per month or 24% per year on this account if more than 30 days overdue. If legal action is required, it will be your responsibility for all collection fees, lawyers cost and court costs incurred.</p>					
Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.		Total			

Page 1

Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.

$$L \times H \quad A$$



UNOFFICIAL COPY

Season Comfort, Corp.

107 West 61st Street • Westmont, IL 60559-2617

Telephone: 630/810-1919

Fax: 630/810-0263

Invoice

Date	Invoice #
2/6/2015	205793

Bill To	Location
Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007	Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007

Account #	Technician	Purchase Order #	Work Order #	Work Date	Terms
	Pete		D06732	12/30/2014	Net 30
Qty	Description				Amount
1	35x35 Return grille				266.18
1	25x25 Return grille				149.85
1	25x10 Return grille				95.38
1	18x10 Return grille				79.03
1	51x21 Cap				42.50
1	30x12 Cap				33.00
28	Spiral registers				2,206.57
<p>Reduce operating costs and increase equipment life. Please ask about our Preventative Maintenance Agreement.</p> <p>Questions regarding this invoice must be addressed within 30 days.</p> <p>All COD invoices are to be paid to the serviceman. Terms on open account charges are net cash. Customer agrees to pay a service charge of 2% per month or 24% per year on this account if more than 30 days overdue. If legal action is required, it will be your responsibility for all collection fees, lawyers cost and court costs incurred.</p>					
Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.					Total \$14,352.47

Page 2

Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.



UNOFFICIAL COPY

Season Comfort, Corp.

107 West 61st Street • Westmont, IL 60559-2617

Telephone: 630/810-1919

Fax: 630/810-0263

Invoice

Date	Invoice #
12/28/2015	207689

Bill To	Location
Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007	Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007

Account #	Technician	Purchase Order #	Work Order #	Work Date	Terms
	Per		D9109	11/2/2015	Net 30
Qty	Description				Amount
	Relocated 2 S/A Vents by customer service area. Started to replace filters on rooftops # 2,3,5,7,8,9,10,16,17. started to blow out componer(s) and rooftops. Installed Exhaust fan and drop. Still need to complete.				
1	Labor Charge - D9105 (no charge)				0.00
1	Labor Charge - D9109				910.00
1	Labor Charge - D9109				1,040.00
	Total cost of material consisting of below:				
1	6' of ** insulated flex				
4	3' Ties				
1	4' Strap				
1	5' of 10" pipe				
1	12" 26GA elbow				
1	12x10 Tapered reducer				
1	Exhaust Fan				
2	12" Sleeve Insulation				
1	12' of 10x10 Drop and Cap				
1	12" High Roof Curb				
1	Back Draft Damper				
2	Tank CO2 Large				
4	Tank CO2 Small				
1	Speed control				
	Reduce operating costs and increase equipment life. Please ask about our Preventative Maintenance Agreement.				
	Questions regarding this invoice must be addressed within 30 days.				
	All COD invoices are to be paid to the serviceman. Terms on open account charges are net cash. Customer agrees to pay a service charge of 2% per month or 24% per year on this account if more than 30 days overdue. If legal action is required, it will be your responsibility for all collection fees, lawyers cost and court costs incurred.				
Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.					
Total					\$3,510.06

Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.



UNOFFICIAL COPY

Invoice

Season Comfort, Corp.

107 West 61st Street • Westmont, IL 60559-2617

Telephone: 630/810-1919

Fax: 630/810-0263

Date	Invoice #
1/22/2016	207836

Bill To	Location
Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007	Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007

Account #	Technician	Purchase Order #	Work Order #	Work Date	Terms
	Pete		D9113	11/9/2015	Net 30
Qty	Description				Amount
	Checked and Cleaned existing Exhaust fans. Started up rooftop units And Control panels. Changed filters where needed. Blew out condenser coils and blower wheels.				
1	Labor Charge - D9272				285.00
1	Labor Charge - D9113				1,040.00
1	Labor Charge - D9096				650.00
	Total cost of material consisting of below:				379.18
1	Lay in Diffusers				
1	Damper				
6	16x25x2 Filter				
12	20x25x2 Filter				
22	16x20x2 Filter				
	2.5 Large Tanks CO2				
<p>Reduce operating costs and increase equipment life. Please ask about our Preventative Maintenance Agreement.</p> <p>Questions regarding this invoice must be addressed within 30 days.</p> <p>All COD invoices are to be paid to the serviceman. Terms on open account charges are net cash. Customer agrees to pay a service charge of 2% per month or 24% per year on this account if more than 30 days overdue. If legal action is required, it will be your responsibility for all collection fees, lawyers cost and court costs incurred.</p>					
Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.					Total \$2,354.18



UNOFFICIAL COPY

Invoice

Season Comfort, Corp.

107 West 61st Street • Westmont, IL 60559-2617

Telephone: 630/810-1919

Fax: 630/810-0263

Date	Invoice #
1/22/2016	207837

Bill To	Location
Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007	Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007

Account #	Technician	Purchase Order #	Work Order #	Work Date	Terms
	Pete		D9111	11/5/2015	Net 30
Qty	Description				Amount
	Continued Checking and Cleaning units. Relocating Supply Air Vents and Exhaust fans.				
	Labor Charge - D9111				
	Labor Charge - D9258				1,040.00
	Total cost of material consisting of below:				540.00
7	LargeTanks CO2				428.23
	5' of 12" flex insulated				
	6' of 8" flex insulated				
	6' of 10" flex unisulated				
1	10' Started				
	Consumables				
<p><i>Reduce operating costs and increase equipment life. Please ask about our Preventative Maintenance Agreement.</i></p> <p>Questions regarding this invoice must be addressed within 30 days.</p> <p><small>All COD invoices are to be paid to the serviceman. Terms on open account charges are net cash. Customer agrees to pay a service charge of 2% per month or 24% per year on this account if more than 30 days overdue. If legal action is required, it will be your responsibility for all collection fees, lawyers cost and court costs incurred.</small></p>					
Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.			Total		\$2,008.23



UNOFFICIAL COPY

Invoice

Season Comfort, Corp.

107 West 61st Street • Westmont, IL 60559-2617

Telephone: 630/810-1919

Fax: 630/810-0263

Date	Invoice #
1/22/2016	207838

Bill To	Location
Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007	Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007

Account #	Technician	Purchase Order #	Work Order #	Work Date	Terms
	Pete		D9144	12/1/2015	Net 30
Qty	Description				Amount
	Store too warm Reset control panel. Replaced fuses. Need to recheck operation at a later time. Continued on Supply and Return vents Changed the remaining filters.				
	Labor Charge - D9144				455.00
	Labor Charge - D9283				332.50
	Total cost of material consisting of below:				778.74
4	600V RK5 TD FUSE 70 AMP				
1	10IN Start collar				
1	2x2 RA Layin Perforated diffuser				
1	2x2 S/A Layin Perforated diffuser				
24	16x25x2 Filter				
24	20x25x2 Filter				
24	16x20x2 Filter				
<p><i>Reduce operating costs and increase equipment life. Please ask about our Preventative Maintenance Agreement.</i></p> <p>Questions regarding this invoice must be addressed within 30 days.</p> <p><small>All COD invoices are to be paid to the serviceman. Terms on open account charges are net cash. Customer agrees to pay a service charge of 2% per month or 24% per year on this account if more than 30 days overdue. If legal action is required, it will be your responsibility for all collection fees, lawyers cost and court costs incurred.</small></p>					
Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.			Total		\$1,566.24

UNOFFICIAL COPY


Season Comfort, Corp.

107 West 61st Street • Westmont, IL 60559-2617

Telephone: 630/810-1919

Fax: 630/810-0263

Invoice

Date	Invoice #
2/11/2016	207938

Bill To	Location
Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007	Caputo's & Son's Fruit Market 980 Elk Grove Town Ctr. Rd. Elk Grove Village, IL 60007

Account #	Technician	Purchase Order #	Work Order #	Work Date	Terms
	Pete		D9902	1/20/2016	Net 30
Qty	Description				Amount
	Not Heating enough Checked rooftops, found units in 2nd stage failure. Found belt problem replaced belt from spare left behind for stock. Unit #3 had a bad gas valve replaced gas valve. Total Cost of Labor and Material Labor Charge - D9902 1 Honeywell spark gas valve				860.00
<p><i>Reduce operating costs and increase equipment life. Please ask about our Preventative Maintenance Agreement.</i></p> <p>Questions regarding this invoice must be addressed within 30 days.</p> <p><small>All COD invoices are to be paid to the serviceman. Terms on open account charges are net cash. Customer agrees to pay a service charge of 2% per month or 24% per year on this account if more than 30 days overdue. If legal action is required, it will be your responsibility for all collection fees, lawyers cost and court costs incurred.</small></p>					
Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.				Total	\$860.00

Thank you for choosing Season Comfort, Corp. for all of your heating and air conditioning needs.