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CONTRACTOR NOTICE AND CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS

COOK COUNTY

IN THE OFFICE OF THE
COOK COUNTY RECORDER

SS



Doc#: 1607519133 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/15/2016 04:06 PM Pg: 1 of 16

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AMERICAN INREPCO OF ILLINOIS, INC.
31W154 91st Street, Unit 123
Naperville, Illinois 60564 ("Claimant")

v.

ESTHER M. RODRIGUEZ
3506 Elder Lane
Franklin Park, Illinois 60131 ("Defendant"),
BENEFICIAL ILLINOIS INC. D/B/A
BENEFICIAL MORTGAGE CO. OF
ILLINOIS ("Lender") and unknown owners
& non-record claimants.

The Claimant, AMERICAN INREPCO OF ILLINOIS, INC., an Illinois Corporation, with an address at 31W154 91st Street, Unit 125, Naperville, Illinois 60564 ("Claimant"), by and through its attorneys, Leahy, Eisenberg & Fraenkel, Ltd., hereby files its Notice and Claim for Lien against ESTHER M. RODRIGUEZ, 3506 Elder Lane, Franklin Park, Cook County, Illinois 60131 ("Owner"), BENEFICIAL ILLINOIS INC. D/B/A BENEFICIAL MORTGAGE CO. OF ILLINOIS, 195 North York Road, Elmhurst, IL 60126, and against the interest of any person claiming an interest in the Real Estate described below, by and through or under Owner:

ESTHER M. RODRIGUEZ
3506 Elder Lane, Franklin Park, Illinois 60131

1. On or about February 29, 2000, and subsequent thereto, the Owner, Esther M. Rodriguez, owned fee simple title to the Real Estate (including all land and improvements thereon) ("Premises") in the County of Cook, State of Illinois, and legally described as follows:

LOTS 21 AND 22 IN BLOCK 3 IN THIRD ADDITION TO FRANKLIN PARK
IN SECTIONS 21 AND 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 12-21-401-41 AND 12-21-401-042

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2. BENEFICIAL ILLINOIS INC. D/B/A BENEFICIAL MORTGAGE CO. OF ILLINOIS ("Beneficial Mortgage Co.") gained an interest in the Premises by way of a mortgage that was dated August 28, 2006 and recorded on August 30, 2006 as Document No. 0624221157.

3. On November 11, 2015, Claimant entered into an agreement ("Contract") with Owner, under which Claimant agreed to provide all necessary construction, labor, material and apparatus to provide all necessary materials for the Premises. A copy of the Contract is attached as Exhibit 1, which details the scope of work performed, relating to disaster restoration services.

4. The Contract attached as Exhibit 1 was entered into by Owner and Claimant. The work was performed with the knowledge and consent of the Owner.

5. On December 16, 2015, Claimant performed the last portion of its work at the property located at 3500 Elder Lane, Franklin Park, Cook County, Illinois 60131.

6. As of this date, there is due, unpaid and owing to Claimant, after allowing credits, if any, the principal sum, plus finance charges allowed under the Contract in the amount of 1.5% per month, for a total owed under the Contract of **\$8,373.07** for which amount Claimant claims a Mechanics Lien on the Premises, the land and any improvements thereon, plus interest at the statutory rate of 10% per annum, plus attorneys' fees to the extent permitted by Section 17 of the Mechanics Lien Act, Section 770 ILCS 60/17 and the parties' contract. Further, finance charges and attorneys' fees will continue to accrue and Claimant claims a lien on those amounts as well.

Dated: March 15, 2016

Respectfully submitted,

LEAHY, EISENBERG & FRAENKEL, LTD.

By: _____

Attorney for Claimant

AMERICAN INREPCO OF ILLINOIS, INC.

Daniel J. Offenbach
 Michael J. Weiss
 Leahy, Eisenberg & Fraenkel, Ltd.
 33 West Monroe, Suite 1100
 Chicago, IL 60603
 T: (312) 368-4554
 F: (312) 368-4562
 Attorney Registration No. 45875

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VERIFICATION

STATE OF ILLINOIS

~~DuPAGE~~ ^{WILL} COUNTY

SS

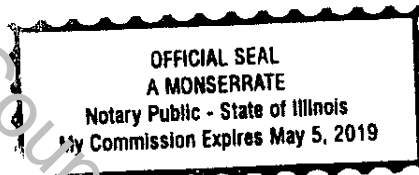
Mitchell J. Yelenosky, being first sworn on oath, states that he is the President of AMERICAN INREPCO OF ILLINOIS, INC., an Illinois Corporation, the lien Claimant herein, that he is authorized to sign this verification to the foregoing Contractor Notice And Claim for Mechanics Lien, that he has read the foregoing notice and claim for lien and knows the contents thereof, and that all of the statements contained therein are true.

By: 
AMERICAN INREPCO OF ILLINOIS, INC.

MITCHELL Yelenosky
President

SUBSCRIBED AND SWORN

To before me this 14th day
of March, ~~2014~~ 2016




NOTARY PUBLIC

This document has been prepared
by and after recording should be
returned to:

Daniel J. Offenbach
Leahy, Eisenberg & Fraenkel, Ltd.
33 West Monroe, Suite 1100
Chicago, IL 60603
T: (312) 368-4554
F: (312) 368-4562
djo@lef ltd.com

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American Inreproco of Illinois, Inc.
General Contractors

Insurance Repair Specialists

31W154 91st St, Unit 123
Naperville, Illinois 60564

Phone: (630) 978-4793

Fax: (630) 978-6581

Email: info@americaninreproco.com

13-7K53-388

**Authorization to Commence
Restoration Services & Warranty Contract**

Property Owner/Manager/Designated Authority: Esther Suran

Mailing Address: 3506 Elder Lane Franklin Park, IL 60131

Loss Address: SAME

Insurance Company: State Farm Agent Name: _____

Policy/Claim #: 13-7K53-388 Date of Loss: 10/22/15 Deductible: \$1000.00

I/We, the owners or authorized agents of the above loss address, which we own, control, lease, and for which we have the right and power to contract for services, hereby retain and authorize American Inreproco of Illinois, Inc. to perform any and all disaster restoration services which American Inreproco deems necessary or appropriate for this property. This authorization includes, but is not limited to, temporary closure of the building, mitigation, and drying services, deodorization and smoke removal services, packing, transporting, cleaning and storage of property, environmental remediation, and restorative reconstruction.

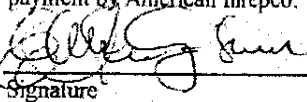
I/We hereby, irrevocably authorize and direct the insurance carrier and/or Property Management Company, obligated in regard to this loss, to pay American Inreproco upon receipt of the invoice for the services rendered and cost incurred as a result of the loss. I/We further direct that all drafts covering said services, and cost incurred, be made payable to only American Inreproco of IL, Inc. upon receipt of my written completion authorization. If direct payment cannot be made, I/We direct the paying entity to include "American Inreproco of Illinois, Inc." on all drafts. It is fully understood that American Inreproco of Illinois, Inc. is working for me (us) and not an insurance company or adjuster. I/We am/are personally responsible for any and all deductible, depreciation, or other charges not covered by an insurance company, if applicable. I/We understand that all prices are industry accepted and reasonable rates for restoration services in the insurance restoration industry.

I/We agree to pay a service fee of 1.5% monthly on any unpaid balance after 30 days. I/We also assume responsibility for all collection cost, including reasonable attorney fees, court cost, internal documentation cost, and all other related cost resulting from non-payment. The liability of American Inreproco is expressly limited to the total amount of the services authorized herein and in no event shall American Inreproco, its agents or assigns, be liable for consequential damages of any kind. American Inreproco will not be responsible for the disappearance of any personal or business property not specifically listed on a written inventory.

If American Inreproco's services to the loss address are not to be covered by the insurance, payment will be made by the following terms:

- Please check if American Inreproco has provided the informational brochure, "Home Repair: Know Your Consumer Rights" required by the Illinois Attorney General's Office. For more information call 800-243-0618 or visit www.illinoisattorneygeneral.gov

I/We understand all labor and material for work covered by this authorization is guaranteed against defects for a period of one year from substantial completion or use by the property owner unless otherwise stated. I/We understand manufactures' warranties, when applicable, will supersede American Inreproco's warranties to property owner. No warranties shall apply until final receipt of final payment by American Inreproco.


Signature

Esther Rodriguez-Suran
Printed Legal Name of Property Owner

11/1/2015
Date

Signature

Printed Legal Name of Authorized Agent/Title

Date

Signature

American Inreproco Representative /Title

Date



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SURAN, ESTHER

13-7K53-388

Claim Rep Draft

Structural Damage Claim Policy

When you have a covered structural damage claim to your real property, you should know:

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repair.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- If you select a contractor whose estimate is the same as or lower than our estimate, based on the same scope of damages, we will pay based upon their estimate. If your contractor's estimate is higher than ours, you should contact your claim representative prior to beginning repairs.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.

UNOFFICIAL COPY**Claim Rep Draft**

SURAN, ESTHER

13-7K53-388

Insured:	SURAN, ESTHER	Estimate:	13-7K53-388
Property:	3506 ELDER LN	Claim Number:	137K53388
	FRANKLIN PARK, IL 60131-1706	Policy Number:	13-VY-6861-3
Home:	847-260-5733	Price List:	ILCC28_OCT15
Business:	800-276-9850		Restoration/Service/Remodel
Cellular:	708-203-5858		
Type of Loss:	Water Damage		
Deductible:	\$1,000.00		
Date of Loss:	10/22/2015		
Date Inspected:	10/30/2015		

Summary for Coverage A - Dwelling - 37 Water Damage and Freezing

Line Item Total	12,385.03
Material Sales Tax	368.76
Subtotal	12,753.79
General Contractor Overhead	1,206.56
General Contractor Profit	1,206.56
Replacement Cost Value (Including General Contractor Overhead and Profit)	15,166.91
Less Depreciation (Including Taxes)	(1,309.18)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(261.86)
Less Deductible	(1,000.00)
Net Actual Cash Value Payment	\$12,595.87

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	1,309.18
General Contractor O&P on Depreciation	261.86
Replacement Cost Benefits	1,571.04
Total Maximum Additional Amount Available If Incurred	1,571.04
Total Amount of Claim If Incurred	\$14,166.91

Rymer, Holly
855-266-9012 x 7654638963
Conran, Rory

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.



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Explanation of Building Replacement Cost Benefits

Homeowner Policy

Coverage A - Dwelling - 37 Water Damage and Freezing

To: Name: SURAN, ESTHER
 Address: 3506 ELDER LN
 City: FRANKLIN PARK
 State/Zip: IL, 60131-1706

Insured: SURAN, ESTHER
 Date of Loss: 10/22/2015

Claim Number: 137K53388
 Cause of Loss: WATER

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss; and
2. Notify us within 30 days after the work has been completed.
3. Confirm completion of repair or replacement by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is \$15,166.91. The enclosed claim payment to you of \$12,595.87 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$ 1,571.04.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

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Claim Rep Draft

SURAN, ESTHER

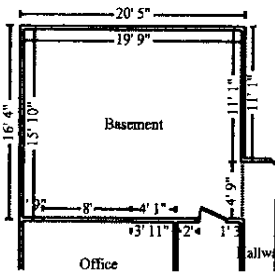
13-7K53-388

Kitchen

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
1. Re-skin toe kick	3.00 LF	7.53	0.74	4.66	27.99	27.99
3. Cabinetry Restoration / Repair - (Bid Item)	1.00 EA	688.37 *EN	0.00	0.00	688.37	688.37
Totals: Kitchen			0.74	4.66	716.36	0.00
					716.36	

Main Level



Basement

Height: 8'

464.00 SF Walls	313.50 SF Ceiling
777.50 SF Walls & Ceiling	313.50 SF Floor
66.75 LF Ceil. Perimeter	56.25 LF Floor Perimeter

Missing Wall - Goes to Floor

8' X 6' 8"

Opens into OFFICE

Door

2' 6" X 6' 8"

Opens into Exterior

Missing Wall

4' 9" X 8'

Opens into HALLWAY

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
4. 5/8" drywall - hung, taped, floated, ready for paint	53.33 SF	1.55	2.09	16.96	101.71	(20.35)
						81.36
6. Seal/prime then paint the surface area (2 coats)	177.75 SF	0.77	2.13	27.80	166.80	(44.49)
						122.31
8. Paneling	335.17 SF	2.30	17.70	157.72	946.31	(189.26)
						757.05
10. Batt insulation - 4" - R11- unfaced batt	53.33 SF	0.62	1.37	6.90	41.33	(8.26)
						33.07
12. R&R Cove molding - 3/4"	43.25 LF	1.46	1.83	13.00	77.98	(15.60)
						62.38

UNOFFICIAL COPY**Claim Rep Draft**

SURAN, ESTHER

13-7K53-388

CONTINUED - Basement

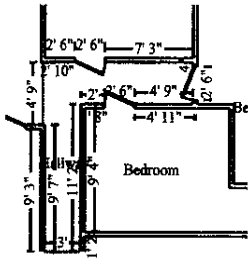
	QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
14. R&R Corner trim	63.00 LF	1.79	3.78	23.32	139.87	(27.97)	111.90
15. Detach & Reset Casing - 2 1/4"	17.00 LF	1.76	0.03	5.98	35.93		35.93
16. R&R Baseboard - 2 1/4"	56.25 LF	2.87	3.64	33.00	198.08	(39.62)	158.46
17. Parquet flooring	313.50 SF	7.76	134.68	513.50	3,080.94	(616.19)	2,464.75
21. Floor prep (scrape rubber back residue)	313.50 SF	0.58	0.00	36.36	218.19		218.19
23. Content Manipulation charge - per hour	0.00 HR	38.27	0.00	0.00	0.00		0.00
25. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	352.17	0.00	70.44	422.61		422.61
34. Remove Parquet flooring	213.50 SF	3.09	0.00	131.94	791.66		791.66
35. Remove Paneling	295.17 SF	0.27	0.00	15.94	95.54		95.64
36. Stain & finish baseboard	56.25 LF	1.28	0.81	14.56	87.37		87.37
Totals: Basement			168.06	1,067.42	6,404.42	961.74	5,442.68

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Claim Rep Draft

SURAN, ESTHER

13-7K53-388



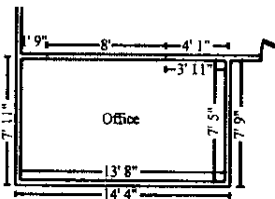
Hallway

Height: 8'

316.00 SF Walls	73.08 SF Ceiling
389.08 SF Walls & Ceiling	73.08 SF Floor
45.75 LF Ceil. Perimeter	38.25 LF Floor Perimeter

Missing Wall	4' 9" X 8'	Opens into BASEMENT
Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into BEDROOM_2
Door	2' 6" X 6' 8"	Opens into BEDROOM
Missing Wall	3' X 8'	Opens into Exterior

	QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
20. R&R Parquet flooring	73.08 SF	10.85	31.40	164.86	989.18	(197.84)	791.34
26. R&R Baseboard - 2 1/4"	38.25 LF	2.87	2.48	22.46	134.72	(26.94)	107.78
32. Floor prep (scrape rubber back residue)	73.08 SF	0.58	0.00	8.48	50.87		50.87
37. Detach & Reset Interior door - lauan/mahogany - slab only	4.00 EA	19.70	0.00	15.76	94.56		94.56
38. Stain & finish baseboard	38.25 LF	1.28	0.55	9.92	59.43		59.43
39. R&R Reducer strip - for wood flooring	12.00 LF	6.52	4.43	16.54	99.21		99.21
Totals: Hallway			38.86	238.02	1,427.97	224.78	1,203.19



Office

Height: 8'

284.00 SF Walls	101.36 SF Ceiling
385.36 SF Walls & Ceiling	101.36 SF Floor
42.17 LF Ceil. Perimeter	34.17 LF Floor Perimeter

Missing Wall - Goes to Floor	8' X 6' 8"	Opens into BASEMENT
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	QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
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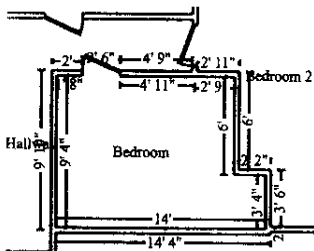
Claim Rep Draft

SURAN, ESTHER

13-7K53-388

CONTINUED - Office

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
19. R&R Parquet flooring						
101.36 SF	10.85	43.54	228.66	1,371.95	(274.38)	1,097.57
27. R&R Paneling						
132.58 SF	2.57	7.00	69.54	417.27	(83.47)	333.80
28. R&R Cove molding - 3/4"						
67.17 LF	1.46	2.85	20.20	121.11	(26.67)	94.44
29. R&R Baseboard - 2 1/4"						
34.17 LF	2.87	2.21	20.04	120.32		120.32
30. Content Manipulation charge - per hour						
0.00 HR	38.27	0.00	0.00	0.00		0.00
33. Floor prep (scrape rubber back residue)						
101.36 SF	0.58	0.00	11.76	70.55		70.55
40. Detach & Reset Folding door						
1.00 EA	27.81	0.00	5.56	33.37		33.37
41. Stain & finish baseboard						
34.17 LF	1.28	0.49	8.84	53.07		53.07
Totals: Office		56.09	364.60	2,187.64	384.52	1,803.12



Bedroom

Height: 8'

356.67 SF Walls	117.66 SF Ceiling
474.32 SF Walls & Ceiling	117.66 SF Floor
46.67 LF Ceil. Perimeter	44.17 LF Floor Perimeter

Door

2' 6" X 6' 8"

Opens into HALLWAY

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
42. Detach & Reset Interior door - lauan/mahogany - slab only						
1.00 EA	19.70	0.00	3.94	23.64		23.64

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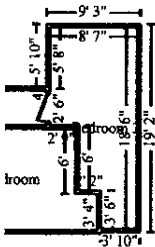
Claim Rep Draft

SURAN, ESTHER

13-7K53-388

CONTINUED - Bedroom

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
43. R&R Baseboard - 2 1/4"						
44.17 LF	2.87	2.86	25.92	155.55		155.55
44. Stain & finish baseboard						
44.17 LF	1.28	0.64	11.42	68.60		68.60
45. R&R Parquet flooring						
117.66 SF	10.85	50.55	265.44	1,592.60		1,592.60
46. Floor prep (scrape rubber back residue)						
117.66 SF	0.58	0.00	13.64	81.88		81.88
Totals: Bedroom		54.05	320.36	1,922.27	0.00	1,922.27



Bedroom 2

Height: 8'

416.74 SF Walls	123.53 SF Ceiling
540.27 SF Walls & Ceiling	123.53 SF Floor
54.18 LF Ceil. Perimeter	51.68 LF Floor Perimeter

Door **2' 6" X 6' 8"** **Opens into HALLWAY**

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
47. Detach & Reset Interior door - lauana/mahogany - slab only						
1.00 EA	19.70	0.00	3.94	23.64		23.64
48. R&R Base shoe						
51.68 LF	1.38	1.82	14.64	87.78		87.78
49. Seal & paint base shoe or quarter round						
51.68 LF	0.66	0.37	6.90	41.38		41.38
50. Paint baseboard - two coats						
51.68 LF	1.17	0.45	12.20	73.12		73.12
51. R&R Parquet flooring						
109.89 SF	10.85	47.21	247.92	1,487.44		1,487.44

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SURAN, ESTHER

13-7K53-388

CONTINUED - Bedroom 2

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
52. Floor prep (scrape rubber back residue)						
109.89 SF	0.58	0.00	12.74	76.48		76.48
53. R&R Reducer strip - for wood flooring						
3.00 LF	6.52	1.11	4.12	24.79		24.79
Totals: Bedroom 2		50.96	302.46	1,814.63	0.00	1,814.63
Area Totals: Main Level						
1,837.41 SF Walls		729.13 SF Ceiling		2,566.54 SF Walls and Ceiling		
729.13 SF Floor		798.52 Total Area		224.51 LF Floor Perimeter		
729.13 Floor Area		161.83 Exterior Perimeter of Walls		255.51 LF Ceil. Perimeter		
1,399.17 Exterior Wall Area				1,837.41 Interior Wall Area		
Total: Main Level		368.02	2,292.86	13,756.93	1,571.04	12,185.89
Labor Minimums Applied						
QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	DEPREC.	ACV
* 2. Cabinetry labor minimum						
1.00 EA	171.41	0.00	34.28	205.69		205.69
* 5. Drywall labor minimum						
1.00 EA	181.44	0.00	36.28	217.72		217.72
* 11. Insulation labor minimum						
1.00 EA	167.71	0.00	33.54	201.25		201.25
* 24. General labor - labor minimum						
1.00 EA	57.46	0.00	11.50	68.96		68.96
Totals: Labor Minimums Applied		0.00	115.60	693.62	0.00	693.62
Line Item Totals: 13-7K53-388		368.76	2,413.12	15,166.91	1,571.04	13,595.87

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Claim Rep Draft

SURAN, ESTHER

13-7K53-388

Grand Total Areas:

1,837.41 SF Walls
729.13 SF Floor

729.13 SF Ceiling

2,566.54 SF Walls and Ceiling
224.51 LF Floor Perimeter
255.51 LF Ceil. Perimeter

729.13 Floor Area
1,399.17 Exterior Wall Area

798.52 Total Area
161.83 Exterior Perimeter of
Walls

1,837.41 Interior Wall Area

Property of Cook County Clerk's Office

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Claim Rep Draft

SURAN, ESTHER

13-7K53-388

Recap of Taxes, Overhead and Profit

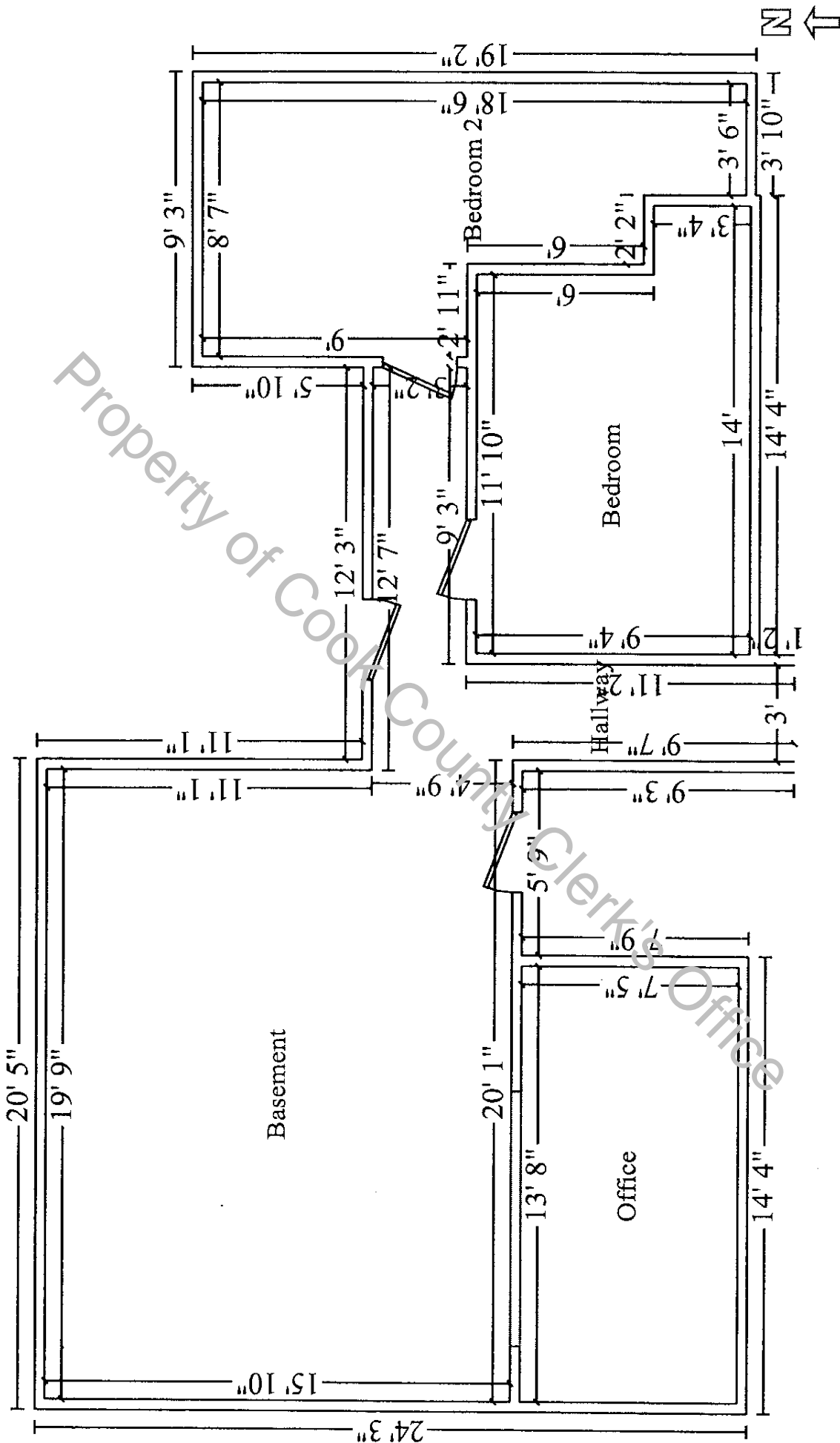
	GC Overhead (10%)	GC Profit (10%)	Material Sales Tax (8%)	Food & Med State Tax (1%)	Food & Med Local Tax (1.25%)
Line Items	1,206.56	1,206.56	368.76	0.00	0.00
Total	1,206.56	1,206.56	368.76	0.00	0.00

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