

# UNOFFICIAL COPY

## CONTRACTOR NOTICE AND CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS }  
COOK COUNTY } SS



Doc#: 1612716058 Fee: \$36.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/06/2016 02:57 PM Pg: 1 of 8

IN THE OFFICE OF THE  
COOK COUNTY RECORDER

A&B LANDSCAPING AND  
TREE SERVICE, INC.  
P.O. Box 344  
Riverside, Illinois 60546  
("Claimant")

**FOR RECORDER'S USE ONLY**

v.

GINA F. ORLAND  
245 Bartram Road  
Riverside, Illinois 60546  
("Defendant"),  
FIRST AMERICAN BANK  
("Lender") and unknown owners  
& non-record claimants.

The Claimant, A&B LANDSCAPING AND TREE SERVICE, INC., an Illinois Corporation, with an address at P.O. Box 344, Riverside, Illinois 60546 ("Claimant"), by and through its attorneys, Leahy, Eisenberg & Fraenkel, Ltd., hereby files its Notice and Claim for Lien against GINA F. ORLAND, 245 Bartram Road, Riverside, Illinois 60546 ("Owner"), FIRST AMERICAN BANK, P.O. Box 307, 201 S. State Street, Hampshire, IL 60140, and against the interest of any person claiming an interest in the Real Estate described below, by and through or under Owner:

Gina F. Orland  
245 Bartram Road  
Riverside, Illinois 60546

1. On or about October 30, 2012, and subsequent thereto, the Owner, Gina Orland, 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:

LOT ONE THOUSAND TWO HUNDRED TWENTY-TWO (1222) (EXCEPT THE SOUTHERLY TWENTY-FIVE (25) FEET THEREOF) IN BLOCK

BM

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THIRTY (30) IN THE THIRD DIVISION OF RIVERSIDE IN THE SOUTH WEST QUARTER OF SECTION TWENTY-FIVE (25) AND THE NORTH WEST QUARTER OF SECTION THIRTY-SIX (36), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN # 15-25-308-031-0000**

2. First American Bank ("First American") gained an interest in the Premises by way of a construction mortgage that was dated October 7, 2014 and recorded on October 27, 2014 as Document No. 1430022013.

3. On October 15, 2015, Claimant entered into multiple agreements ("Contract") with Owner, under which Claimant agreed to provide all necessary construction, labor, material and apparatus to provide all necessary materials for the Premises. The work was performed with the knowledge and consent of the Owner. A copy of the Contract is attached as **Exhibit 1**, which details the scope of work performed.


4. On January 8, 2016, Claimant performed the last portion of its work at the property located at 245 Bartram Road, Riverside, Cook County, Illinois 60546.

5. 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 **\$21,722.50** 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: May 3, 2016

Respectfully submitted,

LEAHY, EISENBERG & FRAENKEL, LTD.

By:   
Attorney for Claimant

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

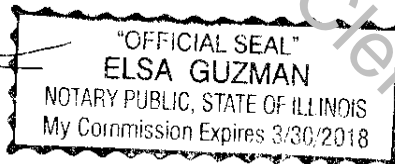
STATE OF ILLINOIS  
 COOK COUNTY } SS

Cindy Ruska, being first sworn on oath, states that he is the President of A&B LANDSCAPING AND TREE SERVICE, 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: *Cynthia H. Ruska*  
 A&B LANDSCAPING AND TREE SERVICE, INC.

SUBSCRIBED AND SWORN  
 To before me this 16th day  
 of May, 2016

*Elsa Guzman*  
 NOTARY PUBLIC



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

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

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A & B LANDSCAPING AND TREE SERVICE, INC.

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages

Arborist • Landscape Contractors  
Landscape Architects • Lawn Maintenance  
Firewood • Snowplow • Pavers  
P.O. BOX 344 RIVERSIDE, ILLINOIS 60546  
AandBLandscaping@msn.com  
(708) 447-6902 FAX (708) 447-2449

## LANDSCAPING PROPOSAL

TO: Gina Orland

CONTRACTOR LICENSE NO.		JOB PHONE NO.	
JOB NAME NO. <u>Some</u>			
JOB LOCATION <u>Some</u>			
LANDSCAPE ARCHITECT		DATE OF PLANS	
APPROXIMATE STARTING DATE <u>Now</u>		APPROXIMATE COMPLETION DATE <u>2 weeks</u>	

PHONE <u>708-308-1162</u>	DATE <u>10-15-15</u>
---------------------------	----------------------

We hereby submit specifications and estimate for landscaping as follows.

Installation of Brick Paver Driveway Full Permeable Surface, 24" 3/4 Base, 3" Road Stone, GEO Grid Edge, Genwite Dust Jointing Material, Town Hall Pavers (3 Colors) And Labor



### PAYMENT TERMS.

Contract work item herein, all charges and all fees and possible all parts of the items to be vary on a customer's request. Proposed by contractor, in the period of 10 months following delivery. Proprietor accounts may be considered to a 100% On Delivery payment basis and may be subject to a very low margin on just the amount of one and one half percent (1.5%) per month for 1 year, on the amount amount presented to the Contractor against to pay Contractor all costs and expenses, and a reasonable attorney's fees incurred by contractor to enforce Customer's obligations under this Agreement.

### TERMINATION

Either party may terminate this Agreement, for any reason, only upon 30 days written notice to the other party.

### MISCELLANEOUS

This Agreement will be binding on all parties to be only in the presence of representative, successors and assigns of the parties. It may be modified, amended, or supplemented in the future by a written instrument, and the original terms and conditions will prevail in all cases and shall constitute the entire agreement and release all other promises and all promises of prior or concurrent contracts to the parties. No agent or statements made by any representative of Contractor who are not signed or dated on this Agreement, is only written and this agreement will not constitute or result in the creation of any contractual relationship to constitute a party.

We Propose hereby to furnish material and labor or complete in accordance with above specifications, for the sum of:

Seventy One Thousand One Hundred Eighty Seven  $\frac{1}{2}$   $\frac{50}{100}$  dollars (\$ 71,187<sup>50</sup>)

Payment to be made as follows:

50% Down

50% Upon Completion

*[Signature]*  
Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: Gina Orland Date: 10/15/15

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 (708) 447-6902 FAX (708) 447-2449

## LANDSCAPING PROPOSAL

TO: GINA ORLAND

CONTRACTOR LICENSE NO.		JOB PHONE NO.	
JOB NAME NO. <u>SAME</u>			
JOB LOCATION <u>SAME</u>			
LANDSCAPE ARCHITECT		DATE OF PLANS	
APPROXIMATE STARTING DATE <u>Now</u>		APPROXIMATE COMPLETION DATE <u>2 weeks</u>	

PHONE <u>708-308-1162</u>	DATE <u>10-15-15</u>
---------------------------	----------------------

We hereby submit specifications and estimate for landscaping as follows:

*\* New Wall Sys Stone Add 4,000<sup>00</sup>*

**INSTALLATION OF 11 Pillars Front & back, Seatwall Along back concrete wall in rear of house by basement STAIRS**  
 Pillar and wall stone to match, Pillar cap will be Stone Pine, Tread for step will be Fullrose, Pillars are 24"x24" x Appl 36"  
 Steps are 8'x12" with Fullrose in rear, front will have enlarged stoop due to concrete footing, Lighting is Kischler LED Bronze Finish (one bulb & three bulb) Lights. (Wrought Iron Rail)  
 Pillars & Seatwall's 23,785<sup>00</sup> ORIGINAL (To be installed)  
 Kischler Lighting 4,385<sup>50</sup> ORIGINAL  
 2 Extra Pillars, 6 Extra Lights, Price includes material & Labor  
 And Iron Rail w/ powder coating 3,875<sup>00</sup>

**PAYMENT TERMS**  
 To see working order or change we will send you a copy in cash or final of delivery or a customer's credit in person or by check on the 15th day of the month following delivery. Payment and due date for the completion of work. On the day payment is made a 50% credit will be applied to a release of work or must be in cash or one and one half percent (1 1/2%) per month for 12 months. All items are not included in this estimate. All items are not included in this estimate. All items are not included in this estimate. All items are not included in this estimate.

We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

**TOTAL 32,045.50** *Thirty Two Thousand Fourty Five & 50/100* dollars (\$ 32,045<sup>50</sup>)  
 Payment to be made as follows:  
50% Down *10-28-15 + 4,000<sup>00</sup>*  
50% upon Completion

*[Signature]*  
 Accepted Signature \_\_\_\_\_ Note: This proposal may be withdrawn by us if not accepted within 30 days

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by Gina Orland Date 10/15/15 Signed by \_\_\_\_\_ Date \_\_\_\_\_



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 (708) 447-6902 FAX (708) 447-2449

## LANDSCAPING PROPOSAL

TO: GINA ORLAND

CONTRACTOR LICENSE NO.	JOB PHONE NO.
JOB NAME/NO. SAMI	
JOB LOCATION SAMI	
LANDSCAPE ARCHITECT	DATE OF PLANS
APPROXIMATE START/END DATE Now	APPROXIMATE COMPLETION DATE 2 weeks

PHONE 708-303-1162	DATE 10-15-15
-----------------------	------------------

We hereby submit specifications and estimate for landscaping as follows:

Landscape (Topsoil & Sod) For Entire yard	10,000 <sup>00</sup> → 10,000
8 Chanticleer Bradford Pears 4.5"	6,160 <sup>00</sup>
2 Swamp White Oak 4.5"	2,180 <sup>00</sup>
2 Red Sunset Maple 4.5"	1,700 <sup>00</sup>
32 Winter Greenbox Wood 18"	1,800 <sup>00</sup>
12 Hydrangea Trivida 4.5"	785 <sup>00</sup>
Misc. Perennials 1 and 3 gal.	673 <sup>50</sup>
Flagstone Steppers 32 cars	2,876 <sup>50</sup>
OAK Hardwood Mulch 8 yards	450 <sup>00</sup>
Labor 3 day	4,500 <sup>00</sup>
	<u>31,125<sup>00</sup></u>

**PAYMENT TERMS**  
 Unless specified, all charges will be due with payment in full at the time of delivery of a Contractor's work to be approved by Customer in the absence of the owner for a 30-day period. Delinquent payments may be subject to a Late Fee. On Delivery payment cash and also may be subject to a service charge in past due amounts of 10% and interest of 12% per month until the maximum amount permitted by law. Customer agrees to this Contractor's all risks and expenses, including reasonable attorney fees incurred by contractor to enforce Customer's obligations under this agreement.

**TERMINATION**  
 If either party terminates this Agreement for any reason, they agree to give 30 days written notice to the other party.

**MISCELLANEOUS**  
 This Agreement will be binding on the heirs, assigns, personal representatives, successors and assigns of the parties. If any provision of this Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions will remain in full force and effect. This Agreement constitutes the entire agreement and includes an understanding and appreciation of the scope of the work to be performed and the parties' obligations to each other. This Agreement shall be binding on the parties and their heirs, assigns, personal representatives, successors and assigns. Payment of the amount of the Agreement shall constitute a release of the Contractor from all claims, damages, and expenses, including reasonable attorney fees, which may be asserted against the Contractor in the future.

We Propose hereby to furnish material and labor to complete in accordance with above specifications, for the sum of:

Thirty One Thousand One hundred Twenty five & 100/100 dollars (\$ 31,125<sup>00</sup>)

Payment to be made as follows:  
50% Down  
50% upon Completion  
Round 5,000<sup>00</sup> 10-7-15

*Chris [Signature]*  
 Contractor Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: Chris [Signature] Date: 10/15/15 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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 (708) 447-6902 FAX (708) 447-2449

## LANDSCAPING PROPOSAL

TO: GINA ORLAND

PHONE: 708-308-1162 DATE: 10-15-15

CONTRACTOR LICENSE NO.	JOB PHONE NO.
JOB NAME/NO.	<u>SAME</u>
JOB LOCATION	<u>SAME</u>
LANDSCAPE ARCHITECT	DATE OF PLANS
APPROXIMATE STARTING DATE	APPROXIMATE COMPLETION DATE
<u>Now</u>	<u>2 weeks</u>

We hereby submit specifications and estimates for landscaping as follows:

Installation of New Cedar Fence:  
New 6' Cedar Fence Running Along East Property Line  
South Property Line up to Corner of house by 1/2 units.  
Run Across Driveway Pool Gate w/ auto MATIC opener  
Gate on Southside to have Latching System.  
Gate From North Fence to house w/ 2 small Sections.  
4x4" x 11' Posts, 1" x 3/4" x 6' Slats, 2x4x8' stringers, 1" x 3" x 8'  
Strips, Screening, Screws, Nails and Labor

**PAYMENT TERMS:**

To each applicant herein, a proposal will be prepared and issued in case of the work or delivery of a customer's order is requested by Applicant on the first day of the month following delivery. Description of services may be requested in Cash On Delivery payment basis and will not be subject to a service charge or cost over-amounts of five and one-half percent. Applicant agrees to pay the maximum amount permitted by law. Applicant agrees to pay Contractor all debts and expenses incurred for the work unless otherwise specified and by reference to enforce Contractor's obligations under this Agreement.

**TERMINATION**

If either party may withdraw this Agreement for any reason, only upon thirty (30) days written notice to the other party.

**MISCELLANEOUS**

This Agreement shall be binding on the Applicant if the Applicant or the person(s) representing Applicant, successors and assigns of the Applicant, if any provisions of this Agreement are deemed to be invalid by a court of competent jurisdiction, the remaining terms and conditions will remain in full force and effect. This Agreement constitutes the entire Agreement. This Agreement shall supersede all prior oral or written agreements between the parties. Disputes or statements made by any representative of Contractor will be in full force and effect as set forth in this Agreement. Contractor warrants that this Agreement shall not be subject to the provisions of any law or regulation relating to such Applicant's name.

We Propose hereby to furnish material and labor to complete in accordance with above specifications, for the sum of:

19,789.50 ORIGINAL WAS 15,789.50

Nineteen Thousand Seven hundred dollars (\$ 19,789.50)

Payment to be made as follows:  
Eighty Nine \$ 50/100 <sup>Rev</sup> 5,000

50% DOWN ~~5000~~ Rev 10-7-15

50% upon Completion

[Signature] Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: Gina Orland Date: 10/15/15 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## LANDSCAPING PROPOSAL

TO: GINA ORLAND

CONTRACTOR LICENSE NO.	JOB PHONE NO.
JOB NAME/NO.	<u>SAME</u>
JOB LOCATION	<u>SAME</u>
LANDSCAPE ARCHITECT	DATE OF PLANS
APPROXIMATE STARTING DATE	APPROXIMATE COMPLETION DATE
<u>Now</u>	<u>2 weeks</u>

PHONE	DATE
<u>708-309-1162</u>	<u>10-15-15</u>

We hereby submit specifications and estimate for landscaping as follows:

Installation of New Irrigation System: Rain Gage, Hunter/Toro Timer, Rotator heads for turf, Pop up Spray for All Garden bed. All heads are a mix of Hunter & Toro, RPE to be Certified by Lic. Plumber, Jockey Pump on water system. Labor Included, Poly pipe.

### PAYMENT TERMS.

Unless specified herein, all charges will be due and payable in cash at the time of delivery of all Contractor's materials and services by Contractor on the first day of the month following delivery. The amount of charges may be converted to a C.O.D. Delivery payment basis and also may be subject to a service charge on all late payments as the part of credit. Payment of all bills must be made within 15 days of the date of invoice. Payment of all bills must be made within 15 days of the date of invoice. Payment of all bills must be made within 15 days of the date of invoice. Payment of all bills must be made within 15 days of the date of invoice.

### TERMINATION

Either party may terminate this Agreement, in any manner, only upon thirty days written notice to the other party.

### MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect. This Agreement constitutes the entire agreement and includes all understandings and representations of all parties. All work shall be performed in accordance with the plans and specifications provided by the Contractor. All work shall be performed in accordance with the plans and specifications provided by the Contractor. All work shall be performed in accordance with the plans and specifications provided by the Contractor.

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of.

Eight Thousand Seven Hundred & 00/100

dollars (\$ 8,700.00 )

Payment to be made as follows:

50% Down 4,000 Rev'd 10-7-15

50% upon Completion

Aut [Signature]  
Authorized Signature

Note: The proposal may be accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Gina Orland Date: 10/15/15

Approved: \_\_\_\_\_ Date: \_\_\_\_\_