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GENERAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN



Doc#: 1618356128 Fee: \$32.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/01/2016 03:54 PM Pg: 1 of 3

The Lien Claimant, BARTOLO CONCEPTS, INC., an Illinois corporation ("Lien Claimant") with its principal place of business at 501 N. Emerson Street, Mount Prospect, County of Cook, State of Illinois, hereby files its GENERAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN on the real estate (as hereinafter described) and against the interest of the following entity in the real estate: JOCA CONSTRUCTION, INC. an Illinois corporation ("Owner"), and any entity or person that has, claims or that may claim an interest in the real estate (as hereinafter described) by, through or under the Owner. In support thereof, Lien Claimant states as follows:

1. In May of 2016 and subsequently, Owner owned fee simple title to the real estate (including all improvements thereon) in Cook County, Illinois commonly known as 10321 S. 82nd Court, Palos Hills, Illinois 60465, and legally described as: LOT 4 IN LASSAK'S RESUBDIVISION OF LOTS 15 AND 16 IN FRANK DeLUGACH'S 103rd STREET ACRES, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14 TOWNSHIP 37 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED NOVEMBER 14, 2006 AS DOCUMENT NUMBER 0631815080, COOK COUNTY, ILLINOIS.

Real Estate Commonly Known As: 10321 S. 82nd Court, Palos Hills, Cook County, Illinois 60465

Property Index Number: 23-14 218-047-0000

2. Lien Claimant made a contract ("Contract"), a copy of which is attached hereto as **Exhibit "A"**, dated May 24, 2016 with JOCA CONSTRUCTION, INC. an Illinois corporation, Owner, under which Lien Claimant agreed to provide as improvements to the real estate necessary labor, material and work for landscaping and irrigation services, including, but not limited to the laying of sod, the planting of trees and shrubbery, installation of drain tiles and pop-ups, installation of lighting, installation of gravel, and installation of river stone plus orally agreed upon sprinkler system, extras at 10321 S. 82nd Court, Palos Hills, Cook County, Illinois 60465, payment for the labor, material and work to be made to the Lien Claimant by the Owner on a compensation contractual basis plus extras.
3. The Contract was entered into by the Owner and the work was performed with the knowledge and consent of the Owner.
4. Not being allowed by the Owner to complete the work, Lien Claimant last performed work under the aforesaid Contract on June 10, 2016.
5. As of the date hereof, there is due, unpaid and owing to Lien Claimant after allowing all credits, the principal sum of \$13,400.00 (which includes reasonable attorney's fees to date), which principal amount bears interest at the statutory rate of 10% per annum. Lien Claimant claims a lien on the real estate, including all land and improvements thereon in the amount of \$13,400.00 ("Lien Claim"), plus interest, costs and reasonable attorney's fees for the prosecution of the Lien Claim.

DATED: June 29, 2016

BARTOLO CONCEPTS, INC.

By: Cynthia R. Tolomeo
CYNTHIA R. TOLOMEO, its President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

VERIFICATION

CYNTHIA R. TOLOMEO, being first duly sworn on oath, states that she is the President of Lien Claimant, Bartolo Concepts, Inc., an Illinois corporation, that she is authorized to sign this verification to the foregoing original General Contractor's Claim for Mechanics Lien, that she has read the original General Contractor's Claim for Mechanics Lien, and that the statements contained therein are true.

SUBSCRIBED AND SWORN to before me this 29 day of June, 2016.

Cynthia R. Tolomeo
CYNTHIA R. TOLOMEO

[Signature]
NOTARY PUBLIC

My Commission Expires May 2, 2019



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Contract

Date: 24 MAY 2016

Billing Address	Work Location (if different from billing)
Name: JOCA CONSTRUCTION INC	Name:
Address: 8529 PINE ST. OLLAND PARK, IL 60462	Address:
E-mail: KKD617@GMAIL.COM	Phone #:
Phone #: (708) 845-6692	Cell #:
Cell #:	

THIS CONTRACT COVERS THE SERVICES LISTED BELOW

Total to Complete \$9,900.00

- Grade and install SDB Front & Back yards.
- Install 6" pipe on south side of house, at length of house.
- Install 2-3" River birch trees, 1 Front & 1 in Back.
- Install bushes front of house 9 quantity, 2 Golden Pines / 2 4' Arborvitae
- Install corrugated pipe & pop ups for each Down spout.
- Lights to be installed on birch tree and on new bushes.
- Gravel (western source) to be installed around new bushes
- River stone will be installed under bank yard deck.

Deposit 24 May 2016: \$3,200.00

Second payment on second day work begins: \$3,400.00

Final payment same day job is complete: \$3,300.00

EXHIBIT "A"

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Service Practice:

1. All work will be completed, weather permitting.
2. Customer shall remove all hanging clothes, toys, animal waste or any unusually large objects/obstacles prior to any service being rendered.
3. Any customer with a request for a date change due to remodeling, parties, etc. can call or write three (3) days in advance to make proper arrangements for substitute service to begin.
4. Any damage done by employees of the Bartolo Concepts, Inc. will be rectified by the contractor. The customer agrees that contractor's liability is limited to correcting any damage done to the lawn, shrubs and other apparent damages to the surface of the real property and does not extend to consequential or unforeseen damages.
5. If the customer has a question regarding work being performed, the customer must call the contractor immediately about work that is being performed or contractor shall not be held responsible for any future changes that could have been avoided.
6. If customer is moving before or after, then a written letter with a forwarding address is necessary if the work is not completed before the customer is to move, or if the final payment has not been paid in full. If no forwarding address has been provided and the account remains unpaid, then the contractor will proceed with collection action.
7. All watering is the responsibility of the customer. If any part of landscaping is over watered (including sod) all of guarantee shall be void. Contractor will not assume any liability for any damages caused by Insects, Disease, Salt from the winter, nature or any chemical applications done by any one other than the contractor. No guarantee shall apply to any type of grass seed. All work is guaranteed for the same season that work is completed, to the original customer that has signed this proposal.
8. This proposal is non-transferable in any way.

COMPENSATION:

1. Contractor will be paid in two or three installments. Customer agrees to pay contractor with a deposit when the contract is signed. If there is an in between payment, then that payment shall be paid on the first day that contractor begins. Final payment will be paid for on the same day that job is completed. During any given time that a balance from the work is not paid to the terms then the customer shall incur a \$25.00 late fee for every 30 days that the balance is left unpaid. Any charges incurred must be paid in full to avoid additional charges unless waived by contractor in writing. **NO CUSTOMER SHALL MAKE ANY AUTOMATIC DEDUCTIONS**, and payment shall be expected in full from the customer.
2. No invoices are created for contracted work, payments are as outlined in the contract. Customer agrees to prices for services that are being rendered on the reverse side of this contract.
3. It is the responsibility of the customer to request a duplicate copy of this contract, if needed.
4. In the event the contractor is instructed to begin work described in this contract by homeowner or other authorized agent, before receipt of a properly signed contract, such authorization to begin work shall be recognized as an acceptance of this contract in its entirety.
5. Should a customer have difficulty paying for any services rendered, all major credit cards are accepted. If a payment plan needs to be set up, then the customer must send the contractor a written letter of explanation asking to have a payment plan set up. During all months of any type of payment plan the customer shall incur a once a month finance fee of 19% on the balance due, until the balance is paid in full.
6. Any returned checks will be charged a \$25.00 fee.
7. Contractor will be paid for additional services performed outside of this contract (such as sod, brick paving, installation of bushes/trees, etc.) in two installments: First, at the signing of estimate/contract. Second, upon completion of the work.
8. Any customer taking off time from work to be home when contractor is working, unless requested by contractor in writing, resumes complete responsibility for any repercussions if contractor is unable to arrive due to any unforeseen circumstances.
9. Identification/social security numbers may be used as a credit reference.
10. Customer shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the contractor in enforcing the terms of this contract.
11. In the event the Customer cancels this contract prior to work beginning, then Customer agrees to a 20% cancellation fee, if work has begun then Customer is responsible for the entire cost of the project.
12. The parties hereto agree that the terms and duration of this contract are in effect only for the year 2016.

2016