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STATE OF ILLINOIS }

} ss

COUNTY OF COOK }

IN THE OFFICE OF OF THE RECORDER OF DEEDS OF COOK COUNTY *1710906129*

Doc# 1710906129 Fee \$35.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/19/2017 01:07 PM PG: 1 OF 7

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MECHANIC'S LIEN CLAIM

THE UNDERSIGNED LIEN CLAIMANT, Herrera Masonry Inc., of 416 N. Prater Avenue, Northlake, IL 60164, County of Cook, State of Illinois, hereby files a claim for Mechanics Lien against M & B Motel Management, LLC c/o Mohammed Allahrakha ("Owner"), 12340 S. Cicero Avenue, Alsip, IL 60803 and Unknown Owners and Non-record Claimants having or claiming ar interest in the below described real estate, and in support thereof states as follows:

1. On, or around December 6, 2007, Owner, owned the following described real estate in the County of Cook, State of Illinois, to wit:

See Attached Exhibit "A"

Commonly known as: 12400 S. Cicero, Alsip. 12 60803, which real estate has the following permanent index number(s): 24-28-401-0 0-0000, and which is hereinafter together with all improvements referred to as the "Premiser."

- 2. That M & B Motel Management, LLC was Owner for the improvements at the premises.
- 3. That on, or around November 13, 2016, Lien Claimant entered into a written Contract with M & B Motel Management, LLC whereby Claimant agreed to famish masonry services and other services pursuant to the written Contract in exchange for a payment in the Original Contract amount of Eleven Thousand Dollars and 00/100, (\$11,000).
- 4. That on, or around November 22, 2016, Lien Claimant entered into a second written Contract with M & B Motel Management, LLC whereby Claimant agreed to furnish additional masonry services and other services pursuant to the written Contract in exchange for a payment in the Second Contract amount of Twelve Thousand Two Hundred and Sixty Dollars and 00/100, (\$12,260).

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- 5. At the special instance and request of Owner and further to complete such services contracted between all parties, Lien Claimant furnished extra and additional materials and extra and additional labor in the amount of Five Hundred Dollars and 00/100 (\$500.00).
- 6. That on or about January 3, 2017, Lien Claimant substantially completed thereunder all required to be done by said contracts and extras to the value of Twenty Four Thousand Two Hundred and Sixty Dollars and 00/100, (\$24,260).
- 7. That the Owner is entitled to credits on account thereof as follow, to wit: payments as follows: Eight Thousand Dollars and 00/100 (\$8,000), leaving due unpaid and owning to Lien Craimant, after allowing all credits, the balance of Sixteen Thousand Two Hundred and Six'y Dollars and 00/100, (\$16,260) for which, with interest, Lien Claimant claims a Mechanic's Lien on said Premises.
- 8. On information and belief, the labor materials, supplies, equipment and services for said work and in improvement of the aforementioned premised performed and supplied by Lien Claimant was down with the knowledge and consent of the Owner holding record title to the premises.

HERRERA MASONRY INC.

STATE OF ILLINOIS

COUNTY OF COOK

The affiant, Hector Herrera, being first duly sworn, on oath deposes and says that he is President of Herrera Masonry Inc., Lein Claimant; that he has read the foregoing claim to? Fen and know the contents thereof; and that all statements therein contained and contained in Exhibit 2 are true.

Hector Herrera, President

Subscribed and sworn to before me this 1811 day of March, 2017

(Seal)

OFFICIAL SEAL Notary Public My Commission Example:

Signature of Notary Public

Printed Name of Notary

OFFICIAL SEAL A ALATISE -Notary Public - State of Illinois My Commission Expires Dec 9, 2017

Page 2 of 2 plus Exhibits and Service List

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LEGAL DESCRIPTION

Attached and made part of Trustee's Deed dated the 21st day of November, 2007

12400 SOUTH CICERO AVENUE ALSIP, ILLINOIS 60803

PARCEL 1:

THAT PART OF THE SOUTH 11 ACRES OF THE NORTH 30 ACRES (EXCEPTING THE EAST 50 FEET THEREOF) OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE AFORESAID SOUTH 17 ACPES, 64.62 FEET SOUTH OF THE NORTH EAST CORNER THEREOF; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTH 11 ACRES, A DISTANCE OF 140.00 FEET TO A POINT; THENCE SOUTHWESTERLY A STRAIGHT LINE FORMING AN ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED IN THE THIRD QUADRANT, A DISTANCE OF 70.00 FEET TO A POINT; THENCE WEST ON A LINE PARALLE) WITH THE NORTH LINE OF THE AFORESAID SOUTH 11 ACRES, A DISTANCE OF 279.38 FEET TO A POINT WHICH IS 480 FEET WEST OF THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES, THENCE SOUTH ON A LINE PARALLEL MITH THE AFORESAID EAST LINE OF THE SAID SOUTH 11 ACRES, A DISTANCE OF 259.61 FEET TO THE SOUTH LINE OF THE AFORESAID SOUTH 11 ACRES; THENCE EAST ALONG THE SOUTH LINE OF THE AFORESAID SOUTH 11 ACRE , A LISTANCE OF 480 FEET TO THE SOUTH EAST CORNER OF THE AFORESAID SOUTH 11 ACRES; THENCE NORTH ALCHOTHE EAST LINE OF THE SAID SOUTH 11 ACRES, A DISTANCE OF 294.61 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART TAKEN FOR THE NORTHERN ILLINOIS TOLL ROAD RECORDED FEBRUARY 21, 1958 AS DOCUMENT NUMBER 18073478, AND EXCEPT THAT PART CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY TRUSTEPS DEED RECORDED JUNE 17, 2004 AS DOCUMENT NUMBER 0416944136), ALL IN COOK COUNTY, ILLINOIS .

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY FASTMENT AGREEMENT MADE BY AND BETWEEN RALPH E. LUX AND NORANDEX RECORDED AUGUST 16, 1977 AS DOCUMENT 25104142 FOR A COMMON DRIVEWAY OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH 11 ACRES OF THE NORTH 30 ACRES (EXCEPTING) THE EAST 50 FEET THEREOF) OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 37 NOT 17 PANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES, SAID POINT BEING 21.02 FEET SOUTH OF THE NORTH EAST CORNER OF AF DRESAID SOUTH 11 ACRES; THENCE SOUTHWESTERLY A DISTANCE OF 68.93 FEET TO A POINT, SAID POINT BEING 64 62 FEET SOUTH OF THE NORTH LINE OF AFORESAID SOUTH 11 ACRES AND 53.57 FEET WEST OF THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES, THENCE WEST ON A LINE 64.62 FEET SOUTH OF AND PARALLEL WITH THE NORTH AFORESAID SOUTH 11 ACRES A DISTANCE OF 121.55 FEET TO A POINT OF CURVE; THENCE NORTH STERLY ON A CURVED LINE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 30.00 FEET, A DELTA OF 89 [6G REES 45 MINUTES 15 SECONDS AND AN ARC DISTANCE OF 46.99 FEET TO A POINT OF TANGENCY; THENCE NORTH ON A LINE 205 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH 11 ACRES A DISTANCE OF 34.74 FEET TO A POINT IN THE NORTH LINE OF THE AFORESAID SOUTH 11 ACRES, SAID POINT BEING 205 FEET WEST OF THE NORTH EAST CORNER OF THE AFORESAID SOUTH 11 ACRES; THENCE WEST ON THE NORTH LINE OF THE SOUTH 11 ACRES A DISTANCE OF 30.00 FEET; THENCE SOUTH ON A LINE 235 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES; THENCE WEST ON THE NORTH LINE OF THE SOUTH 11 ACRES A DISTANCE OF 30.00 FEET; THENCE SOUTH ON A LINE 235 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES; THENCE WEST ON THE NORTH LINE OF THE SOUTH 11 ACRES A DISTANCE OF 30.00 FEET; THENCE SOUTH ON A LINE 235 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES; THENCE WEST ON THE NORTH LINE OF THE SOUTH ON A LINE 235 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES A DISTANCE OF 39.50 FEET TO A POINT OF CURVE; THENCE

CONTINUED ON NEXT PAGE

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OF CHOOSE OF LANCE OF CITY

SOUTHWESTERLY ON A CURVED LINE CONCAVE TO THE NORTH WEST, HAVING A RADIUS OF 30 FEET, A DELTA OF 90 DEGREES, 14 MINUTES, 45 SECONDS AND AN ARC DISTANCE OF 47.25 FEET TO A POINT OF TANGENCY; THENCE WEST ON A LINE 69.62 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTH 13 ACRES A DISTANCE OF 72.88 FEET TO A POINT, SAID POINT BEING 338 FEET WEST OF THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES; THENCE SOUTH ON A LINE 338 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES A DISTANCE OF 30.00 FEET TO A POINT, SAID POINT BEING 99.62 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID SOUTH 11 ACRES; THENCE EAST ON A LINE 99.62 FEET SOUTH OF A' O PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTH 11 ACRES, A DISTANCE OF 137.38 FEET TO A POINT, CAID POINT BEING 200.62 FEET WEST OF THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES; THENCE NORTHEASTEINLY A DISTANCE OF 9.99 FEET TO A POINT, SAID POINT BEING 94.62 FEET SOUTH OF THE NORTH LINE OF THE ACCRESAID SOUTH 11 ACRES AND 191.95 FEET WEST OF THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES: THENCE EAST ON A LINE 94.62 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTH 1/1 PCRES A DISTANCE OF 148.96 FEET TO A POINT, SAID POINT BEING 43.00 FEET WEST OF THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES; THENCE NORTHEASTERLY A DISTANCE OF 55,33 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES, SAID POINT BEING 59.62 FEET SOUTH OF THE NORTH EAST CORNER OF THE PORESAID SOUTH 11 ACRES; THENCE NORTH ON THE EAST LINE OF THE AFORESAID SOUTH 11 ACRES A DISTANCE OF 38.60 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE LAND FALLING IN PARCEL 1, ALL IN COOK COUNTY, ILLINOIS

SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; PRIVATE, PUBLIC AND UTILITY EASEMENTS AND ROADS AND HIGHWAYS, IF ANY; P/RT WALL RIGHTS AND AGREEMENTS, IF ANY; EXISTING LEASES AND TENANCIES (AS LISTED IN SCHEDULE A ATTACHED); SPECIAL TAXES OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED; INSTALLMENTS NOT OUF AT THE DATE HEREOF OF ANY SPECIAL TAX OR ASSESSMENT FOR IMPROVEMENTS: HERETOFORE COMPLETED. CENERAL TAXES FOR THE YEAR 2007 AND SUBSEQUENT YEARS INCLUDING TAXES WHICH MAY ACCIDE BY MEASON OF NEW OR ADDITIONAL IMPROVEMENTS DURING THE YEAR(S) 2007 AND SUBSEQUENT YEARS.

PIN: 24-28-401-010

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AFFIDAVIT OF HECTOR HERRERA

- I. Hector Herrera, being first duly sworn, do hereby depose and state on oath as follows:
- 1. I am over eighteen years old, of sound mind, have personal knowledge of the facts set forth in this Affidavit and can competently testify to them if called upon to do so.
 - 2. I am the President of Herrera Masonry Inc. and have been since October of 2016.
- 3. As agent and representative for Herrera Masonry Inc., I entered into two written Contracts to provide masonry material and labor for the benefit of M & B Motel Management c/o Mohammed Allahrakha dated November 13, 2016 and November 22, 2016, respectively, at the premises located at 12400 S. Cicero, Alsip, IL 60803 (hereafter, "Premises").
 - 4. The combined amount originally due on both written contracts was \$23,760.
- 5. Prior to the substantial completion of all work required on Herrera Masonry Inc. pursuant to the contract, an additional \$500 of additional materials and labor was provided in the form of additional garbage/dumps er rentals.
- 6. Work pursuant to the two written contracts was substantially completed on or around January 3, 2017.
- 7. As of March 28, 2017, total payments made by M & B Motel Management pursuant to the two written contracts have been made in the amount of \$8,000, in the form of one check in the amount of \$3,000 and on check in the amount of \$5,000.
- 8. Inclusive of all credits for payments made on the two written contracts, the amount owning and due is \$16,260.
- 9. As of March 28, 2017, M & B Motel Management refuse to pay the balance owed on the two written contracts, consisting an amount of \$16,260.
- 10. Any documents, mechanics liens or other documents recorded against the premises in connection with the two written contracts are based upon this Affida at and my sworn statements therein.

FURTHER AFFIANT SAYETH NOT.

(VERIFICATION AND NOTARY SECTION ON FOLLOWING PAGE)

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VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters herein stated to be on information and belief and to such matters, the undersigned certified as aforesaid that he verily believes the same to be true.

J	•	
	Auto Sa	03/28/2017
	Hector Herrera	Date
CERTIFY THAT, Hector Herrera name(s) is/are subscribed to the fo	n, is personally known to regoing instrument, appe gned, sealed and delivered	, in the State aforesaid, DO HEREBY o me to be the same person(s) whose ared before me this day in person, and ed the said instrument as his/her/their forth.
Given under my hand and notarial	seal, this 28th	day of MARC11, 2017.
OFFICIAL SEAL A ALATISE Notary Public - State of My Commission Expires De	Illinois cc 9, 2017	Signature of Notary Public ABIDYE ALATISE
		Printed Name of Notary
My commission expires on D_{ϵ}	clember 9	_, 20 <u>/ 7</u> .
•		

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SERVICE LIST

M&B MOTEL MANAGEMENT, LLC c/o MOHAMMED ALLAHRAKHA 12340 CICERO AVENUE ALSIP, IL 60803

CERTIFIED MAIL WITH RETURN RECEIPT

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY RECORDER OF DEEDS