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Doc# 1713618023 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/16/2017 11:04 AM PG: 1 OF 5

Property of Cook County Clerk's Office

(The above space for Recorder's use only)

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT – CHANCERY DIVISION  
MORTGAGE FORECLOSURE/MECHANICS LIEN SECTION**

Lendlease (US) Construction Inc., )  
 )  
Applicant, )  
 ) No. 2017 CH 06847  
-and- )  
 ) Bond No. J18041240  
Denney Electric Supply of Ambler, Inc., )  
 )  
Lien Claimant. )

**SURETY BOND IN LIEU OF MECHANICS LIEN CLAIM PURSUANT TO 770 ILCS 60/38.1**

WHEREAS, the Lien Claimant identified below recorded a Notice and Claim for Lien with the Cook County Recorder of Deeds, as follows:

| Claim date | Recorded date | Document number | County | Lien Claimant                          | Amount         |
|------------|---------------|-----------------|--------|--|----------------|
| 2/6/17     | 2/14/17       | 1704549255      | Cook   | Denney Electric Supply of Ambler, Inc. | \$1,329,534.87 |

against the following described property ("Property") owned by The University of Chicago, 5801 S. Ellis Ave., Chicago, IL 60637:

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Address of property: 5815 South Kimbark, Chicago, IL 60637

## PARCEL 1

LOTS 1 TO 24, BOTH INCLUSIVE, IN BLOCK 2 IN FERNWOOD ADDITION TO HYDE PARK, A SUBDIVISION OF THE SOUTH QUARTER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH ALL THAT PART OF KIMBARK AVENUE LYING WEST OF AND ADJOINING SAID LOTS 13 TO 24, AND LYING SOUTH OF THE SOUTH LINE OF 58TH STREET AND LYING NORTH OF THE NORTH LINE OF 59TH STREET, IN BLOCK 2 IN FERNWOOD ADDITION TO HYDE PARK.

TOGETHER WITH ALL THAT PART OF KENWOOD LYING EAST OF AND ADJOINING SAID LOTS 1 TO 12, AND LYING SOUTH OF THE SOUTH LINE OF 58TH STREET AND LYING NORTH OF THE NORTH LINE OF 59TH STREET, IN BLOCK 2 IN FERNWOOD ADDITION TO HYDE PARK, BOTH AS VACATED BY ORDINANCE RECORDED JUNE 23, 1960 AS DOCUMENT 17890145, IN COOK COUNTY, ILLINOIS.

PIN: 20-14-219-006-0000

## PARCEL 2

LOTS 1 THROUGH 24 IN BLOCK 1, FERNWOOD AVENUE TO HYDE PARK SUBDIVISION OF THE WEST ONE-HALF (1/2) OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PINs: 20-14-220-003-0000, 20-14-220-004-0000, 20-14-220-005-0000, 20-14-220-006-0000

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and

WHEREAS, Lendlease (US) Construction Inc., whose address is One North Wacker Drive, Suite 850, Chicago, IL 60612, desires to give a bond for releasing the Lien Claim from the Property pursuant to 770 ILCS 60/38.1; and

WHEREAS, Principal has arranged for the following identified surety to act as Surety on this surety bond:

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

NOW, THEREFORE, Principal and Surety hereby bind themselves to the Lien Claimant, and under the conditions prescribed by 770 ILCS 60/38.1, inclusive, in the penal sum of \$2,326,686.02 (175% of Lien Claim amount), to pay the Lien Claimant, the amount which a court of competent jurisdiction may hereafter adjudge to have been secured for the Lien Claimant by the Lien Claim, or the appropriate portion of it, including attorneys' fees (if awarded) and interest, **but in no event shall the total cumulative liability of the Principal and Surety on this bond exceed the aforesaid penal sum of the surety bond.**

The Principal and Surety submit to the jurisdiction of the court in the above entitled proceeding for the purpose of entry of a judgment against them pursuant to the conditions of 770 ILCS 60/38.1 or, if there is no proceeding pending as of the date of this surety bond, the Principal and Surety agree to submit to the jurisdiction of the court in a future proceeding to enforce the Lien Claim (or the appropriate portion of it) provided that the Principal and Surety are properly named as parties defendant as prescribed by 770 ILCS 60.38.1 and timely served with notice of the complaint or counterclaim of the Lien Claimant in said future proceeding.

Any final and not further appealable decree of lien foreclosure entered in favor of the Lien Claimant based on the Lien Claim covered by this surety bond (or any portion of it) constitutes a monetary judgment ("Judgment") against the Principal and Surety for the amount found due to the Lien Claimant in said decree.

This bond shall remain in full force and effect until the first of the following occurs: (1) the Judgment is fully satisfied, (2) the entry of a final and not further appealable adjudication that the Lien Claim is invalid or void, (3) the Lien Claim or this bond has been released by the Lien Claimant, or (4) the time to enforce the Lien Claim has expired without the Lien Claimant having taken the required action to enforce the Lien Claim.

If a portion but less than all of the Lien Claim has been (1) finally adjudicated invalid or void, (2) released by a Lien Claimant, or (3) subject to the expiration of the time to enforce that portion of the Lien Claim without the Lien Claimant having taken the required action to enforce that portion of the Lien Claim, then the penal sum of this bond shall be reduced commensurately.

This bond may be executed in counterparts, all of which together shall constitute a single bond.

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Illinois, on the 4th day of May, 2017.

Lendlease (US) Construction Inc.

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature of Principal)

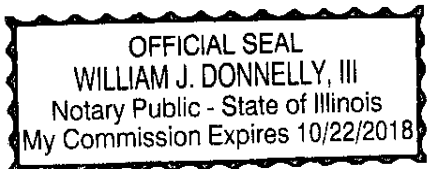
(Surety)

Liberty Mutual Insurance Company

By: *[Handwritten Signature]*  
\_\_\_\_\_  
Josefina Rojo, Attorney-in-Fact

State of \_\_\_\_\_ )  
  ) SS:  
County of \_\_\_\_\_ )

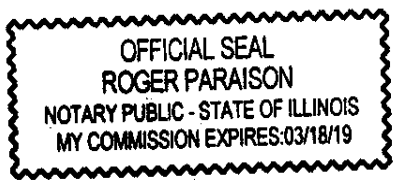
I, the undersigned, a notary public of this County and State aforesaid, certify that on the 12<sup>th</sup> day of 12<sup>th</sup> May, 2017, before me personally appeared Tim Harder, authorized agent of the Principal, Lendlease (US) Construction Inc., and acknowledged that they signed the foregoing instrument as their free and voluntary act and as the free and voluntary act of the Principal for the uses purposes therein mentioned.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

State of Illinois \_\_\_\_\_ )  
  ) SS:  
County of Cook \_\_\_\_\_ )

I, the undersigned, a notary public of this County and State aforesaid, certify that on the 4th day of May, 2017, before me personally appeared Josefina Rojo, authorized attorney-in-fact for the Surety, Liberty Mutual Insurance Company and acknowledged that they signed the foregoing instrument as their free and voluntary act and as the free and voluntary act of the Sureties for the uses purposes therein mentioned.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

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# STATE OF ILLINOIS

## DEPARTMENT OF INSURANCE



**WHEREAS,**

### LIBERTY MUTUAL INSURANCE COMPANY

located at  
Boston, Massachusetts

has complied with all the requirements of the "*Illinois Insurance Code*" applicable to said Company:

**NOW, THEREFORE,** I the undersigned, Director of Insurance of the State of Illinois, do hereby authorize the said Company to transact its appropriate business as set forth under clause(s)

- (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) of Class 2  
(a), (b), (c), (d), (e), (f), (g), (h), (i) of Class 3

of Section 4 of the "*Illinois Insurance Code*" in this State in accordance with the laws thereof, until the 1st day of July, 2017.



**IN TESTIMONY WHEREOF,** I hereto set my hand and cause to be affixed this Seal.

Done at the City of Springfield, this 1st day of July, 2016.

*Anne Melissa Dowling*

Anne Melissa Dowling  
Acting Director of Insurance

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