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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/14/2017 01:42 PM PG: 1 OF 7

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

Lendlease (US) Construction Inc.,

Applicant,

-and-

John Keno and Company, Inc.,

Lien Claimant.

No. 17 CH 05209

ORDER SUBSTITUTING A BOND FOR PROPERTY SUBJECT TO A LIEN CLAIM

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

Lendlease (US) Construction Inc.,)	
)	
Applicant,)	
)	
-and-)	No. 17 CH 05209
)	
John Keno and Company, Inc.,)	
)	
Lien Claimant.)	

ORDER SUBSTITUTING A BOND FOR PROPERTY SUBJECT TO A LIEN CLAIM

This matter coming on to be heard on a Petition to Substitute a Bond for Property Subject to a Lien Claim pursuant to 770 ILCS 60/38.1, the Court finds that the proposed bond is in fact an eligible surety bond.

IT IS HEREBY ORDERED that:

(1) The eligible surety bond with Lendlease (US) Construction Inc., as principal, and Liberty Mutual Insurance Company, as surety, in favor of John Keno and Company, Inc., Lien Claimant, in the amount of \$275,507.82, attached hereto is to be executed and filed with the Court and, once so executed and filed, is hereby substituted for the property securing the lien claim under Sections 1, 9, 21, 27, and 28 of this Act;

(2) The Lien Claimant's right to recover on the bond (if any) is hereby substituted for the Lien Claimant's cause of action that could be asserted by the Lien Claimant under Section 9, 27, or 28 of the Illinois Mechanics Lien Act;

(3) A certified copy of this Order, and an executed copy of the bond attached hereto, may be recorded with the Recorder of Deeds of Cook County, Illinois to confirm that the following mechanics lien claim:

Claim date	Recorded date	Document number	County	Lien Claimant	Amount
2/16/17	2/27/17	1705849081	Cook	John Keno and Company, Inc.	\$157,433.04

is now secured by this bond and is no longer a lien on the land or property legally described as follows:

Address of property: 444 W. Lake St., Chicago, Illinois

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PARCEL 1

LOTS 1 AND 4 IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021;

EXCEPTING THEREFROM, THAT PART OF SAID LOTS 1 AND 4 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM AND LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 IN RIVERPOINT SUBDIVISION AFORESAID, BEING ALSO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 89 DEGREES 22 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF LOT 4 AFORESAID, 3.30 FEET TO A LINE 3.30 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 AND 4 AFORESAID AND THE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING 5 COURSES AND DISTANCES; NORTH 01 DEGREES 43 MINUTES 22 SECOND WEST, 34.82 FEET, NORTHWESTERLY 182.98 FEET ALONG THE ARC OF CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 505.37 FEET AND A CHORD DISTANCE OF 181.98 FEET WHICH BEARS NORTH 12 DEGREES 05 MINUTS 42 SECONDS WEST; NORTH 22 DEGREES 50 MINUTES 29 SECONDS WEST, 43.08 FEET; NORTHWESTERLY 76.22 FEET ALONG THE ARC OF CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 763.06 FEET AND A CHORD DISTANCE OF 76.19 FEET WHICH BEARS NORTH 25 DEGREES 42 MINUTES 11 SECONDS WEST; NORTH 28 DEGREES 33 MINUTES 53 SECONDS WEST, 29.74 FEET; THENCE NORTH 34 DEGREES 25 MINUTES 37 SECONDS WEST ALONG A LINE, 93.03 FEET TO THE WEST LINE OF LOT 1 AFORESAID, BEING ALSO THE EAST LINE OF NORTH CANAL STREET; THENCE NORTH 01 DEGREES 41 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE OF LOT 1 AND EAST LINE OF NORTH CANAL STREET, 28.31 FEET TO THE NORTH MOST CORNER OF SAID LOT 1 AND THE POINT OF TERMINUS OF SAID LINE; IN COOK COUNTY, ILLINOIS;

PARCEL 2

THAT PART OF LOT 4A IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PINs: 17-09-306-033-0000, 17-09-306-034-0000, 17-09-306-035-0000, 17-09-306-036-0000, 17-09-306-037-0000

Judge Anthony C. Kyrnakopoulos
JUN 13 2017
Circuit Court 2027

Entered _____, 2017
Judge _____ 2027

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Property of

(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,)	
)	
-and-)	No. 17 CH 05209
)	
John Keno and Company, Inc.,)	Bond No. 0180-1221
)	
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
2/16/17	2/27/17	1705849081	Cook	John Keno and Company, Inc.	\$157,433.04

against the following described property ("Property") owned by River Point LLC, 2880 Post Oak Blvd., Suite 4800, Houston, TX 77056:

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Address of property: 444 W. Lake St., Chicago, Illinois

PARCEL 1

LOTS 1 AND 4 IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021;

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PARCEL 2

THAT PART OF LOT 4A IN THE RIVERPOINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 24, 2009 AS DOCUMENT NUMBER 0908310021, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 35.00' CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PINs: 17-09-306-033-0000
 17-09-306-034-0000
 17-09-306-035-0000
 17-09-306-036-0000
 17-09-306-037-0000

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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 \$275,507.82 (175% of Lien Claim amount), to pay the Lien Claimant, the amount which a court of competent jurisdiction may hereafter adjudicate 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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IN TESTIMONY WHEREOF, the Principal and Surety have executed this bond at Cook County Illinois, on the 31st day of March, 2017.

Lendlease (US) Construction Inc.

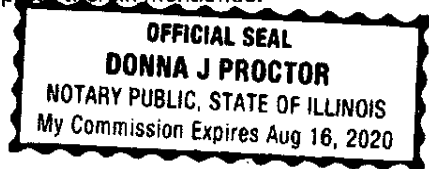
[Signature]
(Signature of Principal) Kraig Riebeck SR

(Surety)
Liberty Mutual Insurance Company

By: [Signature]
Josefina Rojo, Attorney in Fact

State of Illinois)
County of Cook) SS:

I, the undersigned, a notary public of this County and State aforesaid, certify that on the 7th day of April, 2017, before me personally appeared Kraig Riebeck, 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.



[Signature]
Notary Public

State of Illinois)
County of Cook) SS:

I, the undersigned, a notary public of this County and State aforesaid, certify that on the 31st day of March, 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.



[Signature]
Notary Public