UNOFFICIAL COPY

GENERAL CONTRACTOR'S CLAIM FOR LIEN

STATE OF ILLINOIS) ss

COUNTY OF COOK)

LA & A CONSTRUCTION, INC. **CLAIMANT**

v. CHAD HOOSIER 8425 S. MICHIGAN AVE. CHICAGG, ILLINOIS 60619

MOVEMENT MOKTGAGE 100 S. ILLINOIS ST, SUITE 200 ST. CHARLES, ILLINOIS 60174 Doc# 1720115179 Fee \$32.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/20/2017 03:08 PM PG: 1 OF 4

This space reserved for Recorder's use only.

GENERAL CONTRACTOR'S NOTICE AND CLAIM FOR MECHANIC'S LIEN IN THE AMOUNT OF \$20,286.00

The claimant, LA & A CONSTRUCTION, INC.. ("Claimant"), having an address of 1 Essex Court, Hawthorn Woods, Lake County, Illinois 60047, being the general contractor for the rehabilitation of the real estate described below, hereby files a Notice of Claim for Lien against Chad Hoosier ("Owner") an individual having an address of 8425 S. Michigan Ave., Chicago, Cook County, Illinois 60619; MOVEMENT MORTGAGE ("MORTGAGEE"), with an address of 100 S. Illinois St., Suite 200, St. Charles, Kane County, Illinois 60174; and any other person claiming an interest in the Real Estate (as hereinafter defined) or any portion thereof.

Claimant further states:

That on or about July 20, 2016 and at all other times relevant hereto, Owner was the owner of the following described land (the "Real Estate") in the County of Cook, State of Ininois to wit:

LOT 153 IN SOUTH MANOR, A SUBDIVISION OF LOTS 1 TO 24, BOTH INCLUSIVE, IN BLOCK 1, LOTS 1 TO 24, BOTH INCLUSIVE, IN BLOCK 2, AND LOTS 1 TO 24, BOTH INCLUSIVE, IN BLOCK 3, IN SCHRADER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34; ALSO THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, ALL IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-34-308-009-0000

Commonly known as 8425 South Michigan Avenue, Chicago, Illinois 60619.

RIOK

UNOFFICIAL COPY

That on or about July 20, 2016, Owner and Claimant entered into a certain FHA HOMEOWNER/CONTRACTOR AGREEMENT whereby Owner would obtain services, including the furnishing of labor and materials for the substantial improvement and rehabilitation of the Real Estate, from Claimant in the amount of \$69,680.23.

That on a date prior to July 20, 2016, Owner entered into a written contract with Mortgagee, such that Mortgagee would finance Owner's purchase of the Real Estate and lend Owner the funds to pay Claimant for its labor and materials provided for the substantial improvement and rehabilitation of the Real Estate.

at the request of Owner, on March 9, 2017, per the terms of the FHA HOMEOWNER/CONTRACTOR AGREEMENT, and with the knowledge of the Mortgagee, Claimant furnished extra and additional labor and materials for the substantial improvement and rehabilitation of the Real Estate in the amount of \$4,515.00, as evidenced by the Change Order Invoice of the same date executed by Owner.

That on April 26, 2017, the last day of Claimant's work on the Real Estate, the Claimant substantially completed all work under the FHA HOMEOWNER/CONTRACTOR AGREEMENT and Change Order Invoice, and all of the extras as aforesaid. At that time the total value of all services and materials provided by Claimant for the improvement of the Real Estate was seventy four thousand one hundred ninety-five dollars and twenty three (ents (\$74,195.23).

That Owner is entitled to \$53,909.23 in credits on account, leaving due, unpaid and owing to the Claimant, the sum of \$20,286,00 for which, together with interest at 10% per annum (as provided under 770 ILCS 60/1), and reasonable attorneys' fees and costs (as provided under 770 ILCS 60/17), Claimant now claims a lien on said Real Estate and improvements, and on the monies or other considerations due or to become due from the Mortgagee to Owner under said contract between Owner and Mortgagee.

That on information and belief, the services and materials provided by Claimant in the improvement of Arts Office the Real Estate were done with the knowledge and consent of the Owner and Mortgagee.

CLAIMANT:

LA & A Construction, Inc.

1720115179 Page: 3 of 4

UNOFFICIAL COPY

State of Illinois	}
	} SS
County of Cook	}

VERIFICATION

The Affiant, Aidas Gemskis, being first duly sworn, on oath deposes and states that he is the President and authorized agent of LA & A Construction, Inc., the Claimant aforesaid, and that he has read the above and foregoing General Contractor's Notice and Claim for Mechanics Lien, that he has knowledge of the contents thereof, and that the same are true.

Aidas Gemskis, President

A & A Construction, Inc.

County Clark's Office

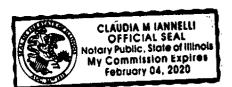
SUBSCRIBED AND SWOKN to before me this 1771 day of July, 2017

Notary Public

My Commission Expires:

This instrument was prepared by and after recording should be mailed to:

Elizabeth Meraz, Nixon Peabody, LLP 70 W. Madison Street, Suite 3500 Chicago, Illinois 60602



UNOFFICIAL COPY

PROOF OF SERVICE BY CERTIFIED MAIL

I, Elizabeth Meraz on oath state that on this 20th day of July, 2017, I served this General Contractor's Notice and Claim for Mechanics Lien by mailing a copy of such instrument by certified mail, return receipt requested, limited to addressee only, to:

CHAD HOOSIER 8425 S. MICHIGAN AVE. CHICAGO, ILLINOIS 60619

Certified #9214 7969 0099 9790 1616 1000 78

MOVEMENT MORTGAGE 100 S. ILLINOIS ST., SUITE 200 ST. CHARLES, ILLINOIS 60174

Certified #9214 7969 0099 9790 1616 1002 07

This Clark's Office

postage prepaid, by depositing the same in the U.S. Mail box at 70 W. Madison St, Chicago, Illinois 60602 before the nour of 5:30 p.m. on such date.

Elizabeth Meraz

SUBSCRIBED AND SWORN to before me

this 20th day of July 2017.

Notary Public

My Commission Expires:

OFFICIAL SEAL KAREN J BURDE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/19/18