UNOFFICIAL COPY

ORIGINAL CONTRACTOR'S CLAIM FOR MECHANIC'S LIEN

STATE OF ILLINOIS

) SS

COUNTY of COOK

This document was prepared by and after recording mail to:

Daniel J. Bronner Laurie & Brennan LLP 2 North Riverside Plaza Suite 1750 Chicago, Illinois 60606



Doc# 1726934080 Fee \$32.00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/26/2017 02:27 PM PG: 1 OF 3

This space reserved for Recorder's use only.

The undersigned lien claimant, WILLINGHAM COMMERCIAL KITCHEN DESIGN, INC., an Alabama corporation doing business as The Willingham Company ("Claimant"), located at 5804 Feldspar Way, Birmingham, Arabama 35244, hereby files its Original Contractor's Claim for Mechanic's Lien on the Property (as hereinafter described) and against the interest of 23 Maple, LLC ("Owner"), which maintains ar office at 908 N. Halsted Street, Chicago, Illinois 60642; Hinsdale Bank & Trust Co., which maintains an office at 25 E. First Street, Hinsdale, IL 60521; Suburban Bank & Trust, which maintains an office at 150 E. Butterfield Road, Elmhurst, IL 60126; and all other persons or entities having or claiming an interest in the below described real estate, and in support thereof states as follows:

1. In a deed recorded on October 11, 2005, Owner took ownership of the following described real estate in the County of Cook, State of Illinois and has maintained such ownership:

THE EAST 38,40 FEET OF LOTS 1, 2, 3, 4 and 5 IN SUBD VISION OF LOT 4 IN BLOCK 4 OF BUSHNELL'S ADDITION TO CHICAGO IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

commonly known as 23 W. Maple Street, Chicago, Illinois, 60610, and having a permanent index numbers of 17-04-424-052 and which is hereinafter together with all improvements referred to as the "Property."

2. Claimant made a contract (the "Contract") on or about December 28, 2012 with 23 West Maple, LLC pursuant to which Claimant agreed to provide all of the necessary labor, material and services for the design of a kitchen, bar, wait stations and chef's counter dining space at the Property for the original contract amount of \$39,550.00.

CCRD REVIEW

UNOFFICIAL COPY

- 3. The Contract was entered into by Gabe Garza, as Owner's President, agent and representative, and the work was performed with the knowledge and consent of Owner. Alternatively, Owner authorized and/or knowingly permitted Gabe Garza to enter into the Contract with Claimant for the improvement of the Property.
- 4. Claimant substantially completed the work for which Claimant claims a lien on December 14, 2016.
- 5. As of the date hereof, there is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of \$39,550.00, which principal amount bears interest at the contractual rate of eighteen percent (18%) per annum, or alternatively at a rate of statutory rate of ten percent (10%) per annum. Claimant claims a lien on the Property, including all land and improvements thereon, any recorded or unrecorded leasehold interest, if any, in the amount of \$39,550.00, prus interest.
 - 6. Claimant revol es any waiver of rights for which Claimant has not received payment.

IN WITNESS WHEREOF, the undersigned has signed this instrument on September 2017.

WILLINGHAM COMMERCIAL KITCHEN DESIGN, INC.,

By:

Grady Willingham, V.P. Design Development
Willingham Commercial Kilchen Design, Inc.,
d/b/a The Willingham Company

1726934080 Page: 3 of 3

UNOFFICIAL COPY

VERIFICATION

| STATE OF ALABAMA |) | |
|----------------------------|---|----|
| |) | SS |
| COUNTY of JEFFERSON |) | |

The affiant, Grady Willingham, being first duly sworn on oath, deposes and states that he is the Vice President Design Development of Claimant; that he is authorized to execute this Original Contractor's Claim for Mechanic's Lien on behalf of Claimant; that he has read the foregoing Original Contractor's Claim for Mechanic's Lien and knows the contents thereof; and that all the statements therein contained are true.

By:

Grady Willingham

Subscribed and sworn to before me this _

day of September, 2017

otary Public

Betsy B. Lamons
Notary Public State of AL
My Comm. Expires March 27, 2021