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SUBCONTRACTOR'S NOTICE AND CLAIM FOR MECHANIC'S LIEN



Doc# 1935422015 Fee \$47.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/20/2019 09:58 AM PG: 1 OF 6

State of Illinois) County of Cook) SS.)
 CONRAD ROOFING OF ILLINOIS, INC.)
 CLAIMANT,)
 PLAINTIFF)
 V.)
 FIRST HOME IMPROVEMENT, INC. DBA 1ST)
 HOME IMPROVEMENT, US BANK NATIONAL)
 ASSOCIATION (US BANK) AS ACQUIRING FINANCIAL)
 INSTITUTION FROM THE FEDERAL DEPOSIT)
 INSURANCE CORPORATION AS RECEIVER FOR)
 PARK NATIONAL BANK AS SUCCESSOR TRUSTEE)
 FOR FIRST BANK OF OAK PARK TRUST NO. 11866 AS)
 TRUSTEE UNDER THE PROVISIONS OF A TRUST)
 AGREEMENT DATED NOVEMBER 12, 1979 AND KNOWN)
 AS TRUST NO. 11866, ALFREDO PRESTA, UNKNOWN)
 SPOUSE OR CIVIL UNION PARTNER OF ALFREDO)
 PRESTA, CUTTERS RUN HOMEOWNERS ASSOCIATION,)
 AND UNKNOWN OWNERS AND NON-RECORD)
 CLAIMANTS,)
 DEFENDANTS.)

The Claimant **CONRAD ROOFING OF ILLINOIS, INC.** an Illinois corporation, of 5122-14 N. Elston Avenue, Chicago, Cook County, Illinois 60630, by and through its duly-authorized agent BOGUSLAV. BOSAK hereby files this Subcontractor's Notice and Claim for Mechanic's Lien against the legal Owner of Record Park National Bank as Successor Trustee for First Bank of Oak Park Trust No. 11866 a Trustee under the provisions of a Trust Agreement dated November 12, 1979 and known as Trust No. 11866, 11 Madison Street, Oak Park, IL 60302 and pursuant to informal notice against the successor thereto US Bank National Association (US Bank) as acquiring financial institution from the Federal Deposit Insurance Corporation as Receiver for Park National Bank pursuant to the closure of Park National Bank by the Office of the Comptroller of the Currency on October 30, 2009, 11 Madison Street, Oak Park, IL 60302 ; against First Home Improvement, Inc. dba 1st Home Improvement, the General Contractor, att: Remon Souri, President, 3958 Venice Ct., Glenview, IL 60025; against Alfredo Presta the occupant and also a signatory to the contract at issue , 2 Cutters Run. South Barrington, IL 60010, against the Unknown Spouse or Civil Union Partner of Alfredo Presta, 2 Cutters Run, South Barrington, IL 60010 - and against Unknown Owners and Non-Record Claimants and any other persons having or claiming an interest in the below-described improved real estate who or which may have an interest in the real estate at issue if

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any such as an entity known as Cutters Run Homeowners Association and states and alleges and confirms as follows:

That on and after July 11, 2019 US Bank National Association (US Bank) has been the undisclosed owner pursuant to information attached hereto as Exhibit "A" and incorporated by reference herein of the assets of Park National Bank as Successor Trustee for First Bank of Oak Park Trust No. 11866 as Trustee Under the Provisions of a Trust Agreement dated November 12, 1979 and known as Trust No. 11866 and has been the legal Owner of the following-described land and improvements thereto, to-wit: **PIN# :01-34-106-017-0000**; **Common Address: 2 Cutters Run, South Barrington, IL 60010**; **Legal Description: Lot 37 in Cutter's Run of South Barrington being a Subdivision of the West ½ of the Northwest ¼ of Section 34 and the Southwest ¼ of the Southwest ¼ of Section 27, all in Township 42 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded April 6, 1990 as Document No. 90156829, in Cook County, Illinois.**

That on or about July 11, 2019, Claimant contracted in writing with the General Contractor and with Mr. Alfredo Presta for various construction services, labor and materials for improvements relating to this real estate- and a copy of the relevant page of this agreement signed by both General Contractor and by Alfredo Presta is attached hereto as Exhibit "B" and incorporated by reference herein. Furthermore, that after the signing of this agreement, Claimant performed according to the terms of the agreement, which construction services, materials and labor and services were accepted and taken by said Owner and General Contractor and Alfredo Presta and that after the entry of this agreement all such work agreed upon by Claimant was performed by Claimant relating to the above real estate at issue herein - and which services were provided and materials were installed into the above-listed improved real estate through the labor of the Claimant and greatly improved said real estate - and that after provision of credits for payments made to date, Claimant still has not received the final \$92,570.00 owed to Claimant relating to which an Invoice was sent on November 23, 2019, a copy of which is attached hereto as Exhibit "C" and which is incorporated by reference herein.

That the amount agreed upon by the Claimant and the General Contractor and Alfredo Presta for said construction services, material installation and labor which were all performed in a professional and workmanlike manner for the great benefit of the Owner totalled \$462,895- and that Claimant completed any and all work requested and required on this real estate on or about November 15, 2019 - and that no party with any interest in this real estate has paid any monies toward the entire balance of Exhibit "B" which amounts remain due and owing for work performed and materials installed by Claimant at the specific request of the General Contractor and of Alfredo Presta, even after formal request was made for payment - and that as of this date there is now due and owing to Claimant on account hereof and pursuant to Exhibit "B" - after provision of all credits due and no payments made since the last invoice the sum total balance of **ninety-two thousand five hundred seventy-nine US Dollars (\$92,579)**, along which with ten percent statutory interest, and any other allowable contractual costs and fees per the relevant contract the Claimant claims a lien on said land and improvements. **Take notice:** Any acceptance of payment by Claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this Notice. To the extent permitted by law, any all waivers of lien heretofore given by Claimant, if any, in order to induce payment by Claimant of any part but not all of the amount claimed due hereunder shall not operate to invalidate the validity of this Notice.

NOTICE TO OWNER: AS YOU KNOW, THE SUBCONTRACTOR PROVIDING THIS NOTICE HAS PERFORMED WORK AND SERVICES FOR AND INSTALLED MATERIAL FOR A GENERAL

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CONTRACTOR WHICH HAD AN AGREEMENT WITH THE OWNER THE TERMS OF WHICH ARE NOT KNOWN SPECIFICALLY BY THE SUBCONTRACTOR- AND THIS WORK AND THESE SERVICES AND LABOR AND MATERIALS HAVE BEEN USED IN THE IMPROVEMENTS TO YOUR PROPERTY AND ENTITLE THE SUBCONTRACTOR TO FILE A LIEN AGAINST YOUR PROPERTY IF THE WORK AND SERVICES AND LABOR AND/OR MATERIALS ARE NOT PAID FOR BY THAT CONTRACTOR. A LIEN WAIVER WILL BE PROVIDED TO THAT CONTRACTOR OR TITLE COMPANY FROM YOUR CLOSING OR SALE WHEN THE SUBCONTRACTOR IS PAID, AND YOU ARE URGED TO REQUEST THIS WAIVER FROM THIS CONTRACTOR OR TITLE INSURANCE COMPANY WHEN PAYING FOR YOUR PROPERTY IMPROVEMENTS. THE LAW REQUIRES THAT THE GENERAL CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF ALL PERSONS LEGAL AND NATURAL FURNISHING LABOR, SERVICES, MATERIAL, FIXTURES, APPARATUS OR MACHINERY BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE GENERAL CONTRACTOR. DO NOT PAY THE GENERAL CONTRACTOR FOR THIS WORK AND SERVICES AND LABOR AND/OR MATERIALS DELIVERED AND INSTALLED UNLESS YOU HAVE RECEIVED FROM SAID CONTRACTOR OR YOUR TITLE COMPANY AT CLOSING OR SALE A FINAL WAIVER OF LIEN OR OTHER SATISFACTORY EVIDENCE OF PAYMENT TO THIS SUBCONTRACTOR.

Bohuslaw Bosak President CONRAD ROOFING OF ILLINOIS, INC., an Illinois corporation, by **BOGUSLAW BOSAK**, its President and duly-authorized agent. 12/19/19
Date.

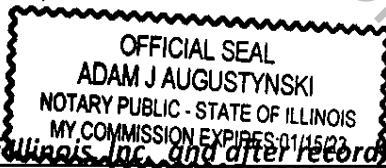
AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The affiant BOGUSLAW BOSAK being first duly-sworn upon his oath, deposes and states that he is a duly-authorized agent of the Claimant hereinabove, that he has read the foregoing Subcontractor's Notice and Claim for Mechanic's Lien, knows the contents thereof, and that all of the statements contained therein are true.

Bohuslaw Bosak **BOGUSLAW BOSAK**
Subscribed and sworn to before me on this, the 19th day of December 2019
Adam J. Augustynski Notary Public, State of Illinois.

SEAL: _____



Prepared by at the request of Conrad Roofing of Illinois, Inc. and after recording return to:
Adam J. Augustynski, Attorney-at-Law, 5850 W. Bryn Mawr Avenue, Chicago, IL 60646.



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Exhibit "A"

Failed Bank Information

Information for Park National Bank, Chicago, IL

- I. Introduction
- II. Press Release
- III. Acquiring Financial Institution
- IV. Question and Answer Guide
- V. Banking Services
- VI. Loan Customers
- VII. Possible Claims Against the Failed Institution
- VIII. Priority of Claims
- IX. Dividend Information
- X. Brokered Deposits
- XI. Purchase and Assumption Agreement (511 kb FDF File - [PDF Help](#))
- XII. Bid Summary
- XIII. Balance Sheet Summary

Please be advised you will not receive any email notification to claim/unlock/unsuspend your account or to provide any private information. Please be aware of any Phishing Scams to obtain information from you.

I. Introduction

On Friday, October 30, 2009, Park National Bank, Chicago, IL was closed by the Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation (FDIC) was named Receiver. No advance notice is given to the public when a financial institution is closed.

The FDIC has assembled useful information regarding your relationship with this institution. Besides a checking account, you may have Certificates of Deposit, a car loan, a business checking account, a commercial loan, a Social Security direct deposit, and other relationships with the institution. The FDIC has compiled the following information, which should answer many of your questions.

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II. Press Release

The FDIC has issued a press release (PR-195-2009) about the institution's closure. If you represent a media outlet and would like information about the closure, please contact [David Barr](#) at 1-202-898-6992.

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III. Acquiring Financial Institution

All deposit accounts have been transferred to U.S. Bank National Association (U.S. Bank), Minneapolis, MN ("assuming institution") and will be available immediately. The former Park National Bank locations will reopen as branches of U.S. Bank during regular business hours.

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Conrad Roofing of Illinois Inc.

7/11/2019

Bid # 21457

Price Work to be completed in a professional, workmanlike manner for the sum of:

\$462,895.00

4 year warranty on workmanship.

Permits not included unless otherwise specified. All construction debris will be removed upon completion of the job. We are fully insured and bonded.

If we are performing a tear-off on your home or business, an inspection will be performed to ensure the quality of the wood decking. Owner is responsible for protecting attic space from dust & debris during the tear off process. If the wood decking is in need of replacement, the following charges will apply:

- 1x6 or 1x8 wood replacement is \$3.00 per foot.
- 1/2" CDX Plywood replacement is \$45.00 per sheet.
- 3/4" CDX Plywood replacement is \$50.00 per sheet.

Terms Final payment due in full upon completion of the job. No partial payments accepted. Returned checks will incur a \$25.00 charge. Warranties will not become effective until contract is paid in full. 1.5% interest will be charged to any outstanding balance after 30 days. Any collection agency or attorney fees incurred are the responsibility of the client. You may cancel this agreement by sending a written notice of cancellation by registered letter or telegram to our office before midnight of the third business day after you have signed this agreement. If you pay by credit card, you waive all rights to dispute payment under your credit card agreement. This proposal may be withdrawn by us if not accepted within 15 days. We cannot be responsible for damage to property by dumpster or for satellite dish or its adjustments. Unless otherwise objected to in writing, client hereby authorizes the use and reproduction, in print, electronic or other format by Conrad Roofing of all images and photographs, negatives and positives, together with the prints thereof (collectively "images") which may be taken of the customers property for publicity purposes, without compensation. Such images are the exclusive property of Conrad Roofing and all rights granted by this paragraph are perpetual. All prices valid for 30 days.

If you find our agreement acceptable, please sign below and return it to our office. We will schedule your job promptly.

Please visit our website at: www.conradroofing.com

Thank you for giving us the opportunity to work with you !

Respectfully submitted by

Client (print name & title)

Accepted by (client signature)

Date

First Home Improvement Inc
Alfredo Presta Reman. Source.
[Signature]
7/11/19

Illinois License # 104015083
Chicago General Contract Lic. # TGC081120



Deposit **\$92,579.00**

DEPOSIT
 7-12-19 3206
 DATE CHECK NO.
\$92,579.00
 AMOUNT

5122 N. Elston Ave., Chicago, IL 60630

tel: 773. 286.6212 fax: 773. 286.6211

Att Adam J Augustynski

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Exhibit "C"

Conrad Roofing of Illinois Inc.

Invoice # 21457

11/23/2019

Buyer Information
 First Home Improvement Inc.
 357 W. Northwest Hwy.
 Palatine, IL 60067
 847 496 5530 Office

Project Site
 Presta
 2 Cutters Run
 South Barrington, IL 60010
 630 669 0471 Mobile

Description of Work:
 Complete tear-off and removal of the existing tile roof sections of the house and garage.
 4 year warranty on workmanship.

Bid Price

\$462,895.00

Total Price

\$462,895.00

Deposit and Payments

\$370,316.00

Amount Due (payable upon receipt)

\$92,579.00

5122 N. Elston Ave., Chicago, IL 60630

tel: 773. 286.6212 fax: 773. 286.6211

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