

UNOFFICIAL COPY



ORIGINAL CONTRACTOR'S
CLAIM FOR MECHANICS LIEN

Doc# 1935755229 Fee \$52.00

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

RHSP FEE:\$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 12/23/2019 03:38 PM PG: 1 OF 11

The Claimant, Giertsen Co. of Illinois, Inc., a Minnesota corporation ("Claimant"), with an address at 250 Lexington Dr., Buffalo Grove, IL 60089, hereby files its original contractor's claim for mechanics lien on the Real Estate (as hereinafter described) and against the interest of Ridgemoor Estates IV and the unit owners and lenders identified on Exhibit A and any other person or entity claiming an interest in the Real Estate (as hereinafter described) by, through, or under any of the foregoing, and states as follows:

1. Owners owned fee simple title to the Real Estate (including all land and improvements thereon) (Real Estate) in Cook County, Illinois, commonly known as 6460 Belle Plaine Ave., Chicago, IL 60634, and legally described as follows:

LOT 29 IN DUNNING ESTATES BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 90418810 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.

The permanent real estate tax numbers are identified on Exhibit A.

2. Claimant made a contract (Contract) dated April 23, 2019, with Owner under which Claimant agreed to provide all necessary labor, material and work for and upon the Real Estate to repair damage caused by fire. A copy of the contract is attached hereto as Exhibit B.


3. The Contract was entered into by Cheryl Lynch as Owner's agent, and the work was performed with the knowledge and consent of Owner. Alternatively, Owner authorized Cheryl Lynch to enter into the Contract. Alternatively, Owner knowingly permitted Cheryl Lynch to enter into the Contract on behalf of Owner.

4. Claimant completed the work for which Claimant claims a lien on August 29, 2019.

5. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$49,171.56, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$49,171.56 plus interest.

Dated: December 13, 2019

GIERTSEN CO. OF ILLINOIS, INC.

By: 
Richard Giertsen, Jr.
President

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This document has been prepared by and after recording should be returned to:

Charles L. Philbrick
Rathje Woodward LLC
300 East Roosevelt Road
Wheaton, Illinois 60187

VERIFICATION

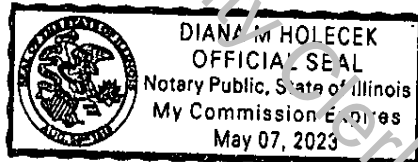
STATE OF ILLINOIS)
)
) ss
COUNTY OF COOK)

Richard Giertsen, Jr. being first duly sworn on oath, states that he is the President of Claimant, Giertsen Co. of Illinois, Inc., a Minnesota corporation, that he is authorized to sign this verification to the foregoing original contractor's claim for mechanics lien, that he has read this original contractor's claim for mechanics lien, and that the statements contained herein are true.


Richard Giertsen, Jr.

Subscribed and sworn to before me this 17th day of December 2019.

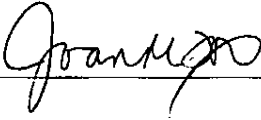

Notary Public



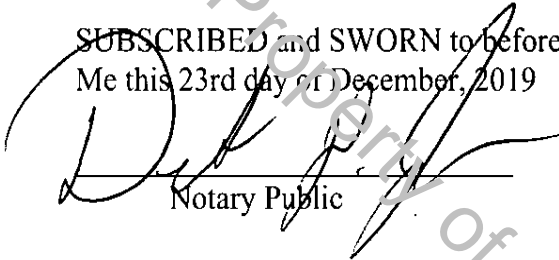
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PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing Subcontractor's Notice and Claim of Mechanic's Lien was served upon the following addressees, via Certified Mail, Return Receipt Requested, Restricted to Addressee Only, and also via regular First-Class Mail, by depositing copies of the same at the U.S. Post Office in Wheaton, Illinois, postage paid, on December 23, 2019.



SUBSCRIBED and SWORN to before
Me this 23rd day of December, 2019



Notary Public



This document has been prepared by, and after recording should be returned to:

Charles L. Philbrick
Rathje Woodward LLC
300 E. Roosevelt Road, Suite 300
Wheaton, IL 60187
(630) 668-8500

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit A to Giersten & Co. of Illinois Mechanics Lien

| Unit Owner of Record | Mortgagor | Unit Owner of Record | Mortgagor |
|--|-----------|--|--|
| Dawn O'Holleran 6460 Belle Plaine Unit 201 Chicago, IL 60634 13-18-410-033-1001 | None | James Edward Cajda Kathleen Mary Cajda 6460 Belle Plaine Avenue Unit 401 Chicago, IL 60634 13-18-410-033-1023 | None |
| Aracelly & F. Carvajal 6460 Belle Plaine Unit 202 Chicago, IL 60634 13-18-410-033-1002 Unknown | Unknown | Liza Hernandez 6460 Belle Plaine Avenue Unit 402 Chicago, IL 60634 13-18-410-033-1024 | Midwest Equity Mortgage LLC Attn: Eric Meadow One Mid America Plaza Suite 800 Oakbrook Terrace, IL 60181 |
| Fannie Mae Fednatmtg, Unit 203 14221 Dallas Parkway, Unit 1000 Dallas, TX 75254 13-18-410-033-1003 | None | Jozef & H. Kubicz 6460 Belle Plaine Avenue Unit 403 Chicago, IL 60634 13-18-410-033-1025 | None |
| Michele A Kolak 6460 Belle Plaine Unit 204 Chicago, IL 60634 13-18-410-033-1004 | None | Piotr B. Junik Teresa Sygot 6460 Belle Plaine Avenue Unit 404 Chicago, IL 60634 13-18-410-033-1026 | None |
| Kristopher Mroczkowski 6460 Belle Plaine Unit 205 | None | Boguslawka Termar 6460 Belle Plaine Avenue Unit 405 | None |

Exhibit A

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| Unit Owner of Record | Mortgagor | Unit Owner of Record | Mortgagor |
|--|---|--|---|
| Chicago, IL 60634 | | Chicago, IL 60634 | |
| 13-18-410-033-1005 | | 13-18-410-033-1027 | |
| Miwaffak Al Char & Su 6460 Belle Plaine Avenue Unit 206 Chicago, IL 60634 | None | Jaroslaw Gorowski Agata Gorowski 6460 Belle Plaine Avenue Unit 406 Chicago, IL 60634 | PNC Bank, National Association PNC Mortgage- Loss Claims Department Victoria Powell, Manager 3232 Newmark Drive Miamisburg, Ohio 45342 |
| 13-18-410-033-1006 | | 13-18-410-033-1028 | |
| Jane C. Meyne 6460 Belle Plaine Avenue Unit 207 Chicago, IL 60634 | Norwest Mortgage Inc. Attr: Jeff Daly 405 SW 5 th Street Des Moines, Iowa 50328 | Jackie C. Culletta 6460 Belle Plaine Avenue Unit 407 Chicago, IL 60634 | None |
| 13-18-410-033-1007 | | 13-18-410-033-1029 | |
| Miguel A. Vargas 6460 Belle Plaine Avenue Unit 208 Chicago, IL 60634 | Quicken Loans, Inc. dba Quicken Loans Mortgage Inc. Robert D. Walters 1050 Woodward Avenue Detroit, MI 48226 | Michael V. Francone 6460 Belle Plaine Avenue Unit 408 Chicago, IL 60634 | None. |
| 13-18-410-033-1008 | | 13-18-410-033-1030 | |
| Claudia McGuire 6460 Belle Plaine Avenue Unit 209 Chicago, IL 60634 | Key Mortgage Services, Inc. Margaret Cabello 220 S. LaSalle Street Suite 2000 Chicago, IL 60603 | Stanley Piekos 6460 Belle Plaine Avenue Unit 409 Chicago, IL 60634 | Community Savings Bank Nancy Behrendt 4801 W. Belmont Avenue Chicago, IL 60641 |
| 13-18-410-033-1009 | | 13-18-410-033-1031 | |
| Sunday Aremu Emily Aremu 6460 Belle Plaine Avenue Unit 110 | Alliant Credit Union Foundation Meredith Ritchie 11545 W. Touhy Ave. | Rula E. Mansour 6460 Belle Plaine Avenue Unit 410 Chicago, IL 60634 | Perl Mortgage Inc. Frank W. Jaffe 111 W. Washington Suite 900 |

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| Unit Owner of Record | Mortgagor | Unit Owner of Record | Mortgagor |
|--|--|---|---|
| Chicago, IL 60634 | Chicago, IL 60666 | 13-18-410-033-1032 | Chicago, IL 60602 |
| 13-18-410-033-1010 | None | M. Lapinska 6460 Belle Plaine Avenue Unit 411 Chicago, IL 60634 | Interbank Mortgage Co. Clayton Hutchinson 333 Knightsbridge Pkwy Suite 210 Lincolnshire, IL 60069 |
| Russell and Judy Greco 6460 Belle Plaine Avenue Unit 211 Chicago, IL 60634 | | 13-18-410-033-1033 | |
| 13-18-410-033-1011 | BMO Harris Bank NA Michelle Otte 111 W, Monroe Street Chicago, IL 60603 | O. Khud'yi & I. Dumuk 6460 Belle Plaine Avenue Unit 501 Chicago, IL 60634 | None |
| Roman and Edyta Mieczoski 6460 Belle Plaine Avenue Unit 301 Chicago, IL 60634 | | 13-18-410-033-1034 | |
| 13-18-410-033-1012 | Polish & Slavic Federal Credit Union Attn: Ira Breis 9 Law Drive Fairfield, NJ | Cheryl M. Lynch 6460 Belle Plaine Avenue Unit 502 Chicago, IL 60634 | None |
| Barbara Chlon Slawomir Chlon 6460 Belle Plaine Avenue Unit 302 Chicago, IL 60634 | | 13-18-410-033-1035 | |
| 13-18-410-033-1013 | None | Krystyna and Aleksander Gurgul as Trustees for Chicago Title Land Trust dated 9/20/17 aka Chicago Title Land Trust No. 008002375903 (Unit 503) 10 S LaSalle Street Unit 2750 Chicago, IL 60603 | None — release |
| William J. Grimmel James Grimmel 6460 Belle Plaine Avenue Unit 303 Chicago, IL 60634 | | 13-18-410-033-1014 | |
| 13-18-410-033-1014 | | | |

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Exhibit A to Giertsen & Co. of Illinois Mechanics Lien

| Unit Owner of Record | Mortgagor | Unit Owner of Record | Mortgagor |
|---|---|---|--|
| Jane A. Maher 6460 Belle Plaine Avenue Unit 304 Chicago, IL 60634 | None | Carmen Albaracin 6460 Belle Plaine Avenue Unit 504 Chicago, IL 60634 | None |
| 13-18-410-033-1015 Marta Pastewicz 6460 Belle Plaine Avenue Unit 305 Chicago, IL 60634 | BJV Financial Services, Inc. DBA Forum Mortgage Bancorp Attn: Bill J. Vasilopoulos 7221 west Touhy Chicago, IL 60631 | 13-18-410-033-1037 CTL TC 120781 01 6460 Belle Plaine Avenue Unit 505 Chicago, IL 60634 | Citibank -- Serviced by CitiMortgage, Inc. Attn: Mortgage Dept. - Kevin 1000 Technology Drive MS321 O'Fallon, MO 63368 |
| 13-18-410-033-1016 Robert C. Lutzow 6460 Belle Plaine Avenue Unit 306 Chicago, IL 60634 | None | 13-18-410-033-1038 Jan Z Nowak 6460 Belle Plaine Avenue Unit 506 Chicago, IL 60634 | BJV Financial Services, Inc. DBA Forum Mortgage Bancorp Attn: Bill J. Vasilopoulos 7221 west Touhy Chicago, IL 60631 |
| 13-18-410-033-1017 Phyllis Linwood 6460 Belle Plaine Avenue Unit 307 Chicago, IL 60634 | None | 13-18-410-033-1039 Grazyna G. Pytko 6460 Belle Plaine Avenue Unit 507 Chicago, IL 60634 | BJV Financial Services, Inc. DBA Forum Mortgage Bancorp Attn: Bill J. Vasilopoulos 7221 west Touhy Chicago, IL 60631 |
| 13-18-410-033-1018 Frank Wawrzos 6460 Belle Plaine Avenue Unit 308 Chicago, IL 60634 | Guaranteed Rate, Inc. Attn: Victor F. Ciardelli 3940 Ravenswood Chicago, IL 60613 | 13-18-410-033-1040 Craig A. Burzych 6460 Belle Plaine Avenue Unit 508 Chicago, IL 60634 | None |
| 13-18-410-033-1019 Kazimierz Pajda 6460 Belle Plaine Avenue | None | 13-18-410-033-1041 Nicholas Bergren 6460 Belle Plaine Avenue | Guaranteed Rate, Inc. Attn: Victor F. Ciardelli |

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Exhibit A to Giersten & Co. of Illinois Mechanics Lien

| Unit Owner of Record | Mortgagor | Unit Owner of Record | Mortgagor |
|--|---|---|--------------------------------------|
| Unit 309 Chicago, IL 60634 | | Unit 509 Chicago, IL 60634 | 3940 Ravenswood Chicago, IL 60613 |
| 13-18-410-033-1020 Nancy L. Lawrence 6460 Belle Plaine Avenue Unit 310 Chicago, IL 60634 | Blueleaf Lending Todd Wright 3963 Perryville Road Rockford, IL 61114 | 13-18-410-033-1042 Daniel and Mary Jo Nederbo 6460 Belle Plaine Avenue Unit 510 Chicago, IL 60634 | None |
| 13-18-410-033-1021 Michael V. Francone 6460 Belle Plaine Avenue Unit 311 Chicago, IL 60634 | None | 13-18-410-033-1043 Zofia M. Sadzak 6460 Belle Plaine Avenue Unit 511 Chicago, IL 60634 | None |
| 13-18-410-033-1022 | | 13-18-410-033-1044 | |

| | |
|---|--|
| Ridgemoor Estates Condominium Association IV Cheryl Mary Lynch, Reg Agent and Pres. 6460 W. Belle Plaine Ave, Unit 502 Chicago, IL 60634 | Ridgemoor Estates Condominium Association IV Jane Maher, Secretary 6460 W. Belle Plaine Ave, Unit 304 Chicago, IL 60634 |
|---|--|

Property of Cook County Clerk's Office

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INVOICE
100210STR
Giertsen Company of IL

 INVOICE # 100210STR-3
 DATE: 08/20/2019

 250 Lexington Drive
 Buffalo Grove, IL 60089

 TO RIDGEMOOR ESTATES IV
 Attn: Cheryl Lynch
 6460 W. Belle Plaine
 Chicago, IL 60634

| ESTIMATOR | JOB | PAYMENT TERMS |
|----------------|-----------|------------------|
| Steve Thompson | I00210STR | Due upon receipt |

| DESCRIPTION | LINE TOTAL |
|---|----------------|
| Repair Estimate | \$209,188.82 |
| Mitigation & Clean Up | \$38,585.72 |
| Less Payment Rec'd - Check #97 Dated 4/15/2019 | (\$126,015.20) |
| Less Payment Rec'd - Check #98 Dated 4/17/2019 | (\$4,587.78) |
| Less Payment Rec'd - Check #4214 Dated 6/28/2019 | (\$60,000.00) |
| Less Payment Rec'd - Check #4215 Dated 9/10/2019 | (\$3,000.00) |
| Less Payment Rec'd - DEDUCTIBLE Check #1228 Dated 8/14/2019 | (\$5,000.00) |

Invoice Total \$49,171.56

Giertsen Company would like to thank you for the opportunity providing our services to you on your recent project. We understand work is now complete and that your insurance company may be involved in covering the cost of repairs. If applicable, a copy of this invoice has been sent to your Insurance Company.

Your account will remain open until Giertsen Company receives payment in full.

Note: All balances over 30 days, will be charged 1.5% interest per month.

TOTAL AMOUNT DUE UPON RECEIPT

Questions regarding this bill should be directed to the Accounts Receivable Depts. At (847) 243-0800
 (Remit Payment to: 250 Lexington Dr. Buffalo Grove, IL. 60089)

Exhibit B

UNOFFICIAL COPY**WORK AUTHORIZATION**Date of Agreement: 4-23-19

Between the Contractor:

Job Number: 100210STR

Giertsen Company of Illinois

250 Lexington Dr.

Buffalo Grove IL 60089

847-243-0800 • Fax: 847-243-0900

and Property Owner:

Name: Ridgemoor Estates IVAddress: 6460 Belle Plaine Ave.City, State, Zip: Chicago, IL 60634

The undersigned is the Property Owner/Agent (hereinafter referred to as "Owner"), and authorizes Giertsen Company of Illinois (hereinafter referred to as "Contractor"), to repair damage caused by Fire Damage to Owner's Property located at: 6460 Belle Plaine Ave., Chicago, IL 60634 on or about 1-2-19; in accordance with Contractor's estimate for \$/Name \$265,025.80 as well as any supplemental estimates prepared by Contractor and approved by the Adjuster for Owner's insurance carrier and any additional change orders approved by Owner and Contractor.

Owner's insurance carrier is: CAI Insurance (hereinafter referred to as "Company")

Owner irrevocably directs Company to pay all proceeds to Contractor, in excess of the deductible and payable under Owner's policy, directly to Contractor. This direction requires Company to place Contractor's name on all insurance settlement checks due owner on this claim. If Owner's name is included on the payment from Company, Owner shall promptly endorse payment over to Contractor. In the event Owner fails to or refuses to endorse any such payment as set forth above, Owner does hereby irrevocably appoint Contractor as Owner's attorney in fact for such endorsement. Contractor as Owner's attorney in fact may then endorse over said payment to itself. Owner understands that Contractor has no connection with Owner's insurance company or its adjuster and that Owner alone has the authority to authorize Contractor to make said repairs.

Owner's Mortgage Company is: N/A

Owner does hereby request the above stated mortgage company to protect the interest of the Contractor in handling the loss draft or check. Owner's deductible amount is \$ N/A and Owner agrees to pay said sum to Contractor upon the execution of this Work Authorization.

Owner directs above stated mortgage company to protect the interest of the Contractor by endorsing insurance drafts and returning directly to Contractor or by issuing drafts from insurance proceeds payable to the Contractor and mailing directly to Contractor. Owner will cooperate with Contractor in getting all forms signed, that mortgage company requires for the release of the insurance funds.

Owner shall make payment to Contractor upon substantial completion of the work for estimates that are \$3,500.00 or less. Owner agrees that for projects that are in excess of \$3,500.00, payment draws are to be made upon invoice and are due upon demand. Thereafter, any remaining unpaid amounts due to Contractor shall be paid to the Contractor upon substantial completion. Payments shall be considered delinquent if not paid within ten (10) days of due date. Owner shall pay to Contractor interest upon all unpaid amounts that are due and owing beyond ten (10) days at 1-1/2% per month until paid in full.

Owner understands and acknowledges that in order for Contractor to perform its work hereunder, it may be necessary for Contractor to obtain building permits from the Municipality in which the property is located and that in order to obtain such permits and pass inspections required by said Municipality, Contractor may be required to perform additional work to bring the property into compliance with building and/or zoning codes and ordinances.

Owner agrees that any such code upgrades or any other additional work, which is not covered by insurance proceeds, shall be paid for by the Owner to the Contractor pursuant to the following schedule; 50% of the cost shall be paid by Owner to Contractor upon execution of the appropriate change order; and the remaining 50% and all other costs of such additional work shall be paid by Owner to Contractor upon substantial completion.

The terms and conditions set forth on the reverse side hereof are incorporated herein as part of this Work Authorization and are agreed to by the Parties.

Agreed to on this date: 4-23-19

Contractor: Stephen ThompsonProperty Owner(s): Chris [Signature] BOARD PRESIDENTTitle: Estimator**Exhibit B**

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TERMS & CONDITIONS

1. Contractor guarantees all workmanship covered by this work authorization for a period of one (1) year from the date of substantial completion. All materials used are covered by the manufacturer and/or supplier warranties if any. Contractor shall not pay for warranty work when performed by others, unless Contractor has agreed to such in writing in advance of this work being performed. In the event of non-payment by Owner of any sum due to Contractor here-under, any and all guarantees shall be void and of no effect.
2. The contract price is based upon completion during normal working hours (7:30 a.m. to 4:00 p.m., Monday through Friday) and Owner agrees to provide access to the job-site as required for completion of the work. Owner's telephone, electricity, water and toilet shall be made available to Contractor, its personnel and subcontractors during the course of the work.
3. Contractor shall perform all repair work in a good and workmanlike manner according to accepted practices in the industry. All materials used will be standard stock materials, unless otherwise specified, and will match existing materials within reasonable tolerance as to color, texture, design, etc. All painting is estimated to return to existing paint to same color. Any changes in color or type of materials shall be done at extra cost to Owner.
4. Contractor is not responsible for additional work or services performed under any agreement, directly between the Owner and workmen and/or subcontractors of Contractor.
5. Contractor is not responsible for damage caused by ice dams, ice back up or condensation.
6. Owner shall pay Contractor within seven (7) days of receipt of funds from Owner's insurance company. Owner further agrees to execute any documents required by Owner's insurance company in order to release funds to Contractor. Owner shall cooperate fully and use his best efforts to ensure that payments are made from Owner's insurance company or lender directly to Contractor in a timely manner.
7. The term "substantial completion" shall not include punch list items. "Substantial completion" shall be deemed to have occurred at such time as Contractor's work has passed final inspection by a governmental unit or by the Mortgage Company, or the Owner has occupied the property or Owner has begun the use of the areas in which Contractor performed the work.
8. With respect to draperies and other textiles: Contractor shall not be held responsible for certain types of damages including but not limited to, such things as shrinkage, shredding, bleeding, dry-rot, weakened fabrics, items that will not clean, fading, water stains, manufacturer defects and other pre-existing conditions.
9. Owner agrees to hold Contractor harmless for the above listed damages, defects, and/or pre-existing conditions if they occur in the process of removing, cleaning or reinstalling draperies, curtains, sheers, upholstery materials, rugs and carpets.
10. Both Contractor and Owner must agree to any work deleted from this work authorization in writing. Owner shall be credited for such work in an amount equal to Contractor's projected cost for said work. For each such deletion, Owner shall be billed an amount equal to 20% of such charge. Work voluntarily performed by Owner shall not be credited against this contract.
11. The repair(s) or replacement authorization(s) herein only relate to the damage specified on the front of this authorization and it does not cover any pre-existing deficiencies unless specifically stated. Any repair or restoration work needed to portions of the property not damaged in the incident set forth on the front here-of, or required pursuant to applicable building codes or otherwise required by governmental authority or requested by Owner, shall be set forth in appropriate change order.
12. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR CORRECTING ENVIRONMENTAL CONDITIONS, EXCEPT AS STATED IN ESTIMATE. CONTRACTOR DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND RELATING IN ANY MANNER TO THE REMOVAL, REMEDIATION, MITIGATION, ABATEMENT, CLEANING, REPAIR OR DISPOSAL OF ANY MOLD, FUNGUS, RUSTS, BACTERIA, WET OR DRY ROT, MILDREW, MICROBES, MYCOTOXINS, SPORES OR OTHER BIOGENIC AIRBORNE ORGANISMS BY CONTRACTOR (THE "MOLD SERVICES") INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, REPRESENTATION OR GUARANTEE IN REGARD TO THE TOTALITY, PERMANENCY, RESULT, METHOD, DEFECTS OR REPERCUSSIONS OF THOSE MOLD SERVICES OR ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.
13. Contractor does not encourage changes to the estimate. Changes or improvements may delay completion of the insurance repairs. However, if the Owner intends to make changes, then a "change order" or "supplemental estimate" shall be prepared. All changes or credits shall be agreed to in writing before repairs begin. Any changes requested after the repairs have begun shall be at the sole discretion of Contractor.
14. Contractor is not responsible for theft, disappearance of or damage to jewelry, art objects, silver, gold, antique or personal items. Owner agrees to remove, store and/or protect such items at their sole cost and expense.
15. Owner understands that the exact sequence, method of timing of the work to be performed by the Contractor may vary and that minor variations from the work authorization, estimates or change orders may occur from time to time.
16. In the event that it becomes necessary for the contractor to enforce any of the terms of this work authorization, Owner agrees to pay Contractor reasonable cost of enforcement, including but not limited to, reasonable attorneys' fees and court costs.
17. Contractor, in addition to any other rights and remedies available to it under the law, may place a lien upon the Owners property in order to protect Contractor's rights pursuant to the applicable Mechanic's Lien Statutes now in effect and as amended from time to time.
18. If Owner fails to make a payment to Contractor when due, Contractor may stop the project until all past due sums owed to the Contractor have been paid. All costs and expenses incurred by stopping the project are the responsibility of the Owner and shall be paid to Contractor from Owner.

Contractor may in its sole discretion terminate this agreement if Owner fails to pay Contractor any sum due, within 10 days of its due date.

The Contractor's failure to insist upon the strict performance of any provision hereof shall not constitute a waiver of any breach by Owner or of any subsequent failure to perform by Owner.

This contract embodies the entire agreement between Contractor and Owner relating to the subject matter hereof and supersedes any and all other previous agreements, written and oral. No amendment or modification of the terms of this Contract shall be binding upon the Parties unless reduced to writing and signed by the Parties hereto.

All personal pronouns used in this Contract, whether used in the masculine, feminine or neuter, shall include all of the other genders, and the use of the singular or the plural shall include the use of the other as the identity of the person or persons may require.

Owner acknowledges that this Contract has been freely entered into and any subsequent contract signed between the Owner and third parties, such as other contractors, subcontractors, consultants, public adjusters, etc., will have no effect whatsoever on this Contract.