

UNOFFICIAL COPY

Mechanic's Claim for Lien
State of Illinois County of Cook

Doc#: 2034638112 Fee: \$56.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/11/2020 03:37 PM Pg: 1 of 5

W.J. MANAGEMENT, INC.

Claimant
-VS-

Brimar Asset Management,
Rhodium Capital Advisors,
Brian Gottesman, Mark Silber
234 N Pine Ave Holdings LLC
South Chicago Holdings LLC
Defendant

NOTICE AND CLAIM FOR LIEN IN AMOUNT OF \$139,310.90 (One hundred thirty nine thousand three hundred ten Dollars and 90/100 cents)

Pursuant to The Mechanic's Lien Act (770 ILCS 60/1), the Claimant **WJ Management Inc.**, An Illinois Corporation with offices located at **5225 W Madison St, Chicago, IL 60644** hereby files a notice and Claim for Mechanic's Lien on the real estate, as hereinafter described, and against the interest of the Defendant owner of that real estate **Brimar Asset Management**, a Delaware Corporation with offices located at 1 Stag Ct, Suffern, NY 10901.

Legal Description of Real Estate: SEE EXHIBIT A

That on October 3, 2017 **Brimar Asset Management** and its affiliates and individually, jointly and severally, made a contract with the Claimant to perform property management work on the property, the terms of which made part hereof, marked EXHIBIT B.

For and in said improvement, and that on the day 12 of July 2020 the claimant completed thereunder all work required to be done under the contractor in the amount of \$139,310.90 (One hundred thirty nine thousand three hundred ten Dollars and 90/100 cents) as fully set forth in an account thereof, herewith filed and made part hereof, marked EXHIBIT C.

That said Contractor leaving due, unpaid and owing to the Claimant the sum of \$139,310.90 for which, with interest, the Claimant claims a lien on said land and improvements, pursuant to the agreement against each Owner(s), Asset Manager, their individual heirs, successors, assignees, agents, representatives, affiliates, subsidiaries, aliases, servants, independent contractors, members, partners, of counsel attorneys, employees, directors, officers, and shareholders individually and severally.

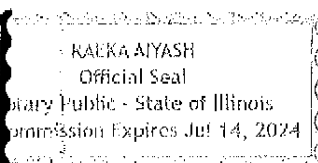
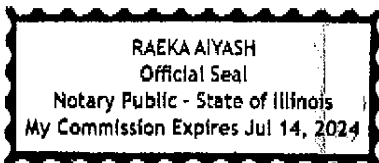
Signature _____

Moses Khalil, for WJ Management, Inc.

ACKNOWLEDGEMENT

State of Illinois County of Cook

The Affiant Moses Khalil being fully sworn on oath deposes and says, that she is the duly authorized signatory and agent of the claimant that he has read the foregoing notice and Claim for Lien, knows the contents thereof, and that all statements therein contained are true. Subscribed and sworn to before me this 27 day of July 2020



RaeKa Aiyash
NOTARY PUBLIC

After recording Mail to: WJ Management Inc 5251 W Madison St, Chicago, IL 60644
This instrument prepared by: WJ Management Inc, 5251 W Madison St, Chicago, IL 60644

UNOFFICIAL COPY

EXHIBIT A

Legal Description:

PARCEL 1:

THE NORTH 62 1/2 FEET OF THE SOUTH 350 FEET OF THE EAST 1/2 (EXCEPT THE WEST 10 FEET THEREOF) OF BLOCK 10 IN FRINK'S RESUBDIVISION OF THE NORTH 36 1/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, AND THE NORTH 36 1/4 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8 OF THE SUPERIOR COURT PARTITION OF THE ABOVE DESCRIBED LAND KNOWN AS FRINK'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 62 1/2 FEET OF THE SOUTH 287 1/2 FEET OF THE EAST 1/2 OF BLOCK 10 (EXCEPT THE WEST 10 FEET) IN FRINK'S RESUBDIVISION OF THE NORTH 36 1/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8 AND THE NORTH 36 1/4 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 16-09-308-026-0000 and 16-09-308-025-0000

Property commonly known as: 224-234 North Pine Avenue, Chicago, IL 60644

UNOFFICIAL COPY

EXHIBIT B

SUMMARY OF TERMS OF THE PROPERTY MANAGEMENT AGREEMENT AND PARTIES

Property manager will:

1. Manage the properties in a manner compliant with Federal HUD and City of Chicago government guidelines and all applicable housing regulations and standards.
2. Acquire and keep in force at Owner's expense any and all licenses and permits required for the operation of the Property
3. At Owner's expense, maintain the Property in a decent, safe, and sanitary condition including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance, replacement and repair work as may be necessary.
4. Maintain and retain necessary books/records, collect and record rents of the Property; negotiate standard leases using forms provided by the owner
5. Evict tenants and negotiate settlements with tenants using outside counsel approved by Owner
6. Hire, fire, and pay all on-site personnel such as a construction/property manager, assistant managers and/or operations managers, marketing personnel, bookkeepers and accountants, clerical and secretarial personnel, engineers, janitors, maintenance, landscaping, custodial, parking, and security personnel all of whom will be on either Manager's or Owner's respective payrolls. Contract with vendors for other services such as window cleaning, vermin extermination, janitorial services, landscape maintenance and such other supplies, materials, services and other matters for the Property as Manager will reasonably determine to be advisable.
7. Forward all bills to Owner such as utilities not paid for by the tenants and property hazard insurance, taxes, assessments and other levies imposed in connection with the Property or the operation thereof; Advise Owner of any environmental event which requires owner action,
8. Respond to complaints and requests of tenants in a manner and keep records of actions taken to resolve complaints and forward these to the Owner.

Owner will:

1. Fund capital reserve accounts for payments of mortgages and other impounds
2. Pay a monthly management fee in weekly installments to Property Manager equal to 6% of gross rental revenues minus Manager retained expenses. Pay a 12% per annum default interest accruable 30 days after first missed payment by date 15th of each month

UNOFFICIAL COPY

3. The term of the agreement is one year and will automatically renew at one-year intervals.
4. Either party may terminate the agreement with 60 days written notice.
5. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees. Wherever provision is made in this Agreement for "attorneys' fees", such term shall be deemed to include accountants' and attorneys' fees and court costs, whether or not litigation is commenced, and including those for appellate and post judgment proceedings and for paralegals and similar persons.

PARTIES – INDIVIDUALLY AND SEVERALLY

Mark Silber
 Rhodium Capital Advisors
 Brian Gottesman
 Brimar Asset Management
 10-18 Homan Ave Holdings LLC
 169 N Leclaire Ave Holdings LLC
 351-357 S Homan Ave Holdings LLC
 3101 W Lexington St Holdings LLC
 4900 W Jackson Pky Holdings LLC
 5248 S MLK DR Holdings LLC
 5501 W Congress Pky Holdings LLC
 7436 S Kingston Pky Holdings LLC
 8231 S Ingleside Ave Holdings LLC
 Lawndale RE Holdings LLC
 130 N Leamington Ave Holdings LLC
 234 N Pine Ave Holdings LLC
 1115-27 E 81st St Holdings LLC
 4200 W Washington Blvd Holdings LLC
 5032 W Washington Pky Holdings LLC
 5334 W Madison St Holdings LLC
 5644 W Washington Blvd Holdings LLC
 8200 S Exchange Ave Holdings LLC
 3638 W Douglas Blvd Holdings LLC
 South Chicago Holdings LLC

UNOFFICIAL COPY

EXHIBIT C

SUMMARY OF INVOICES, FEES, INTEREST

DATE	DOCUMENT	AMOUNT OF INVOICE	AMOUNT PAID	BALANCE DUE
7/12/2020	Custom Appliances payoff on behalf of Owner	\$14,363.53	\$0.00	\$14,363.53
3/12/2020	Dumpster services paid at on behalf of Owner	\$2,000.00	\$0.00	\$2,000.00
9/4/2018	Past due Vendor fees July 2107 - includes Home Depot, South Shore Plumbing and Check paid by WRE	\$47,729.63		\$47,729.63
9/4/2018	July 2018 property management fees	\$31,945.08		\$31,945.08
9/4/2018	August 2018 property management fees	\$31,000.00		\$31,000.00
9/15/2018	September 2018 property management fees	\$31,000.00		\$31,000.00
10/15/2018	October 2018 property management fees	\$31,000.00		\$31,000.00
9/4/2018	PAYROLL THROUGH THE LAST WEEK OF AUGUST 31, 2018	\$12,000.00		\$12,000.00
2/20/2019	Payments received		\$70,454.54	-\$70,454.54
7/31/2020	accrued interest at 12%/month (\$545.45) since 3/1/19	\$8,727.20		\$8,727.20

Total due WJ Management

\$139,310.90

Property of Cook County Clerk's Office