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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/12/2022 12:54 PM PG: 1 OF 10

**FOR THE PROTECTION OF  
THE OWNER, THIS RELEASE  
SHOULD BE FILED WITH  
THE RECORDER IN WHOSE  
OFFICE THE CLAIM FOR  
LIEN WAS FILED.**

## RELEASE OF CLAIM FOR LIEN

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )

SS

Pursuant to the October 6, 2022 Certified Order of the Circuit Court of Cook County, Case No. 2022 CH 06695, which is attached as **Exhibit A**, the Claim of Lien recorded by Kamisha Nishawn Youngblood, Melvin Lewis Conway (and his family) on April 11, 2022, as Document number 2210122027, in the amount of \$7,000,000, against Circle Park Preservation LP ("Circle Park") and any person or entity claiming an interest in the real property described below, is no longer valid and is hereby extinguished and released:

Property Address: 1111 S. Ashland Avenue, Chicago, Illinois 60607

PINS: 17-17-324-028-0000, 17-17-324-029-0000, 17-17-327-051-0000, 17-17-327-052-0000, 17-17-327-053-0000, 17-17-054-0000, 17-17-328-045-0000, 17-17-328-062-0000, 17-17-328-062-0000, 17-17-328-063-0000

Legally described in attached **Exhibit B**

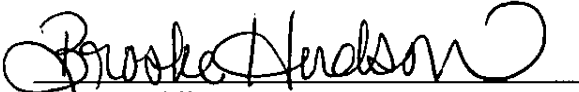
In WITNESS WHEREOF, the undersigned executed this instrument this \_\_\_\_ day of October, 2022.

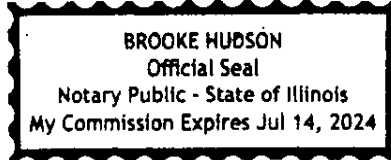
Counsel for Circle Park Preservation LP, acting  
pursuant to court order

10pgs  
J.J.

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Subscribed and sworn before me this 11<sup>th</sup>  
day of October 2022.

  
Notary Public



Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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Property of Cook County Clerk's Office

## EXHIBIT A

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION  
MORTGAGE FORECLOSURE / MECHANICS LIEN SECTION

CIRCLE PARK PRESERVATION LP,	)	
Plaintiff,	)	Case No. 2022CH06695
v.	)	
	)	Calendar 52
KAMISHA NISHAWN YOUNGBLOOD,	)	
MELVIN LEWIS CONWAY (AND HIS	)	Honorable
FAMILY),	)	Judge Anthony C. Kyriakopoulos
Defendants.	)	

### ORDER

This case coming before the Court on the Plaintiff's Motion to Extinguish the Lien of the Defendants Pursuant to Section 34 and Section 35 of the Mechanic's Lien Act, Plaintiff's counsel present in court and Defendant not appearing in court and the court waiting until 11:40 a.m. to call the case, and the Court being duly advised on the premises, THE COURT HEREBY ORDERS:

#### Facts

On April 11, 2022 the Defendants ("Youngblood and Conway") recorded claim for a lien on the Plaintiff's property with the Cook County Recorder of Deeds in the amount of \$7,000,000. On June 6, 2022, a demand letter under Section 34 of the Mechanic's Lien Act was served via certified mail return receipt requested to the Defendants by the Plaintiffs. On June 11, 2022, the demand was delivered and the defendants acknowledged receipt of the Section 34 demand on June 14, 2022. On July 12, 2022, the plaintiff filed the complaint that is the subject of this motion. (This was 31 days after the delivery of the Section 34 demand letter). On July 14, 2022 the plaintiff filed a motion to forfeit and release lien. Noticed for August 10, 2022. On July 28, 2022 the defendants filed a pleading titled Answer, Recession and Objection to the complaint. On August 10, 2022, the Court entered a briefing schedule order in relationship to the plaintiff's motion with a hearing date of October 6, 2022.

#### The Law

The time periods established by the Mechanic's Lien Act are mandatory for the existence of the right to enforce the lien. "Mechanic's liens are not recognized by common law and exist only by virtue of the statutes that created them; therefore, the Act must be strictly construed with respect to those requirements upon which the right to a lien depends." *Gateway Concrete Forming Sys. v. Dynaprop XVIII*, 356 Ill. App. 3d 806, 809, 292 Ill. Dec. 615, 618, 826 N.E.2d 1051, 1054 (2005). The lien that attaches concurrently with performance ceases to exist if not perfected as provided in the statute. If time periods in which to send notice, record the claims, and file suit are not strictly met, priority of the claim may be compromised and the lien itself may be extinguished. A court will have no discretion to extend the time periods, regardless of the reason. Courts have made it very clear that the Mechanics Lien Act is strictly construed. The lien is valid only if

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each of the statutory requirements is scrupulously observed. *First Fed. Sav. & Loan Assn. v. Connelly*, 97 Ill. 2d 242, 246, 73 Ill. Dec. 454, 456, 454 N.E.2d 314, 316 (1983).

Section 34 of the Mechanics lien statute provides:

Upon written demand of the owner served on the person claiming the lien, or his agent or attorney, requiring suit to be commenced to enforce the lien or answer to be filed in a pending suit, suit shall be commenced or answer filed within 30 days thereafter, or the lien shall be forfeited. 770 ILCS 60/34.

30 Day Notice to Commence Suit Section 34 steps are as follows:

- (1) Written demand by owner
- (2) Service on person(s) claiming lien
- (3) Requiring suit to be commenced to enforce lien
- (4) Within 30 days
- (5) If not the lien shall be forfeited

The failure of the lienholder to commence suit within 30 days of receipt of a written notice made pursuant to section 34 of the Act operates to forfeit and remove the mechanic's lien. *Vernon Hills III Ltd. Pshp. v. St. Paul Fire & Marine Insurance Co.*, 287 Ill. App. 3d 303, 308, 678 N.E.2d 374, 377-78 (2nd Dist. 1997). The Act must be strictly construed because it creates substantial rights in derogation of the common law. *Matthews Roofing Co. v. Community Bank & Trust Co.*, 194 Ill. App. 3d 200, 205, 550 N.E.2d 1189, 1192-93, 141 Ill. Dec. 143 (1990). If a lienholder does not comply with the Act's conditions, he loses his statutory right to the lien. *Vernon Hills*, 287 Ill. App. 3d at 309, 678 N.E.2d at 378. There is no leeway in the 30-day period prescribed in Section 34 of the Mechanic's Lien Act because the Section 34 filing deadline is jurisdictional. It must be complied with before plaintiff has a right to a remedy under the Act. The failure to file suit upon written notice pursuant to Section 34 of the Act operates to forfeit and remove the Mechanic's Lien.

Section 35 of the Mechanics lien statute provides:

"Whenever a claim for lien has been filed with the recorder or the Registrar of Titles, either by the contractor or subcontractor, \*\*\* or where there is a failure to institute suit to enforce the same after demand, as provided in the preceding section, within the time by this Act limited, the person filing the same \*\*\* shall acknowledge satisfaction or release thereof, in writing, on written demand of the owner, and on neglect to do so for 10 days after such written demand he shall be liable to the owner for the sum of \$2500, which may be recovered in a civil action." 770 ILCS 60/35.

Accordingly, the purpose of sections 34 and 35 of the Act is to provide a method for property owners to force the issue on the validity of claims already filed and to clear a cloud on the owner's property created by the filing of a lien. If a claim for lien has not been filed by the contractor, then there is no cloud upon the owner's title. *Krzyminski v. Dziadkowiec*, 296 Ill. App. 3d 710, 712, 231 Ill. Dec. 156, 695 N.E.2d 1275, 1276 (1998).

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**IT IS FURTHER ORDERED:**

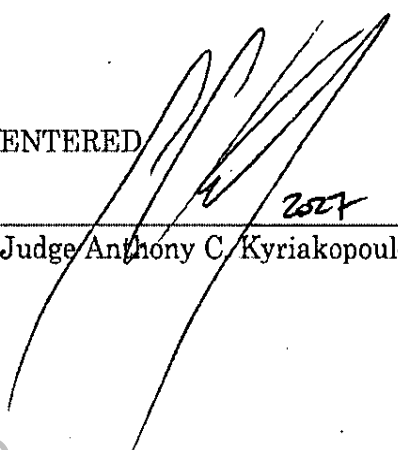
It is indisputable that the Defendants were served the Section 34 demand on June 11, 2022, and that the Defendants acknowledged receipt on June 14, 2022. The 30th day to file a complaint to foreclose / enforce the Lien was July 11, 2022. This date came and went with no complaint being filed by the Defendants. The Answer, which the Defendants filed on July 28, 2022, does not save their lien claim. Since the defendants did not comply with the strict requirements of Section 34, the plaintiff's motion is GRANTED. The defendants' lien claim is forfeited and therefore extinguished.

Property of Cook County Clerk's Office

Judge Anthony C. Kyriakopoulos

OCT 06 2022  
Circuit Court 2027

ENTERED

  
\_\_\_\_\_  
Judge Anthony C. Kyriakopoulos

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I hereby certify that the document to which this certification is affixed is a true copy.

Date **IRIS Y. MARTINEZ OCT 07 2022**

**IRIS Y. MARTINEZ**  
Clerk of the Circuit Court  
of Cook County, IL



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## EXHIBIT B

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387



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## ATTACHMENT A

### Legal Description of Property Continued (2 pages)

Any and all specific goods, priority instruments, coverages, deposits, accounts or notes held and attached as fixtures to the land or improvements that constitute fixtures secured or elevated risks incurred resulting from Default or Failure certified, registered or assured pursuant work, apparatus and material item supply notice: 70191640000093291360; 70191640000093291343; 70191640000093291367; 70191640000093291374; Filing Number: 20200504109000233-31 05/04/20 09:34 PM; e7013060000166479051 et al; RE024178467US; 9410803699300121349912; 941803699300121349929; PUBLIC NOTICE August 10, 17, 24 AD 2020; 70191640000093291381; 70191640000093291404; 70191640000093291398; 70191640000093291411; and, FHA Project No. 071-98090 also described on deeds recorded or held under the Cook County Clerk's office as 1111 South Ashland Avenue, Chicago, IL 60607, 1111 South LaSalle, Chicago, IL 60607 and 1011 South Ashland Avenue, Chicago, IL 60607, particularly situated in the County of Cook State of Illinois as follows:

**Parcel 1:** Lot 61 to 106, inclusive, and Lots 111 to 120, inclusive, in Thomas Stinson's Subdivision of Block 48 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

**Parcel 2:** Lots 1 to 5, inclusive, in Tierney and Brennan's Subdivision of Lots 107, 108, 109 and 110 in Block 48 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

**Parcel 3:** Lots 3, 4 and Lots 13 to 60, inclusive and Lots 64 to 76, inclusive, (except the North 18 feet of Lots 74 to 76, inclusive, and except the North 18 feet of the West 14 feet of Lot 73), in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

**Parcel 4:** Lots 1 through 6, inclusive, and the three-foot private walkway adjoining said lots in the Subdivision of Lots 61 to 63 in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

**Parcel 5:** Lots 1 to 7, inclusive, and the private alleys adjoining said lots 1 to 7 in the Subdivision of Lots 1 and 2 in Block 49 in Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

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**Parcel 6:** Lots 1-19, inclusive in Oliver's Subdivision of Lots 5 to 12, inclusive, in Block 49 of Canal Trustees Subdivision of the West  $\frac{1}{2}$ , and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 17, Township 39 North, Range 14 of the Third Principal Meridian.

**Parcel 7:** All of the Vacated East-West twelve-foot alley lying South of and adjoining lots 81 to 100, inclusive, in Thomas Stinson's Subdivision of Block 48 in Canal Trustees Subdivision of the West  $\frac{1}{2}$ , and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

**Parcel 8:** All of the Vacated East-West sixteen-foot alley lying South of and adjoining Lots 29 through 44, inclusive, in the Subdivision of Block 49 of Canal Trustees Subdivision of the West  $\frac{1}{2}$ , and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

**Parcel 9:** All of the Vacated East-West sixteen-foot alley lying North of and adjoining lots 45 through 60, inclusive, in the Subdivision of Block 49 of Canal Trustees Subdivision of the West  $\frac{1}{2}$ , and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

**Parcel 10:** All of the Vacated North-South twenty-foot alley lying East of and adjoining the East lines of lots 1 through 9, inclusive, Lots 10 through 13, inclusive, and Lot 19 and the East line thereof extended North, in Oliver's Subdivision of Lots 5 to 12 inclusive in Block 49 of Canal Trustees Subdivision of the West  $\frac{1}{2}$ , and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

**Parcel 11:** All of the Vacated East-West sixteen-foot alley lying South of and adjoining lot 13 in Oliver's Subdivision of Lots 5 to 12, inclusive in Block 49 of Canal Trustees Subdivision of the West  $\frac{1}{2}$  and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

**Parcel 12:** That part of Vacated West Grenshaw Street, lying West of the West Line of South Loomis Street, extended North and South, and Lying East of the East line of South Laffin Street, extended North and South, in Thomas Stinson's Subdivision of Block 48 of Canal Trustees Subdivision of the West  $\frac{1}{2}$ , and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 17, Township 39 North, Range 14, east of the Third Principal Meridian.

**Parcel 13:** That part of Vacated West Grenshaw Street Lying East of the East line of South Ashland Boulevard (South Ashland Avenue), as widened, extended, and West of the West line extended, of South Laffin Street, in the Subdivision of Block 49 of Canal Trustees Subdivision of the West  $\frac{1}{2}$ , and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of said Section 17, Township 39 North Range 14, East of the Third Principal Meridian

0 W Grenshaw Avenue

For Information Only: Said premises are known as 1111 S. Ashland Avenue and as PIN 17-17-24-324-028-000, 17-17-324-029-0000, 17-17-327-051-0000, 17-17-327-052-0000, 17-17-327-053-0000, 17-17-054-0000, 17-17-328-045-0000, 1717-328-062-0000 and 17-17-328-063-0000 in Cook County, IL

Any error made is unintentional and shall not void any remaining parts of this document.