

UNOFFICIAL COPY



THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

Matthew W. Horn
Michael F. Cocciemiglio
Amundsen Davis LLC
150 N. Michigan Ave., Suite 3300
Chicago, IL 60601
312-894-3200

Doc# 2313822031 Fee \$45.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/18/2023 12:37 PM PG: 1 OF 4

THE LAMAR JOHNSON COLLABORATIVE, INC.'S
CLAIM FOR MECHANICS LIEN

THE UNDESIGNED LIEN CLAIMANT, The Lamar Johnson Collaborative, Inc., an Illinois corporation with offices at 35 E Wacker Dr. Suite 1300, Chicago, IL 60601, hereby records its Claim for Mechanics Lien and claims a mechanics lien on the Real Estate (as hereinafter described) and on all funds held in connection with the improvements constructed on the Real Estate and services completed for the purpose of improving the Real Estate, and against the interests of 225 West Randolph Owner, LLC ("Owner"), Onni Contracting (Chicago), Inc. ("Equitable Owner"), ACREFI Mortgage Lending, LLC ("Secured Party"), ACREFI SAN, LLC ("Secured Party Assignee"), and any other non-record claimants.

The Lamar Johnson Collaborative, Inc. ("LJC") states as follows:

1. That at all times relevant hereto, Owner has held fee simple title to the real estate (including all land and improvements thereon) in Cook County, Illinois, having a common address of 225 W. Randolph, Chicago, IL 60606, being assigned the Permanent Index Numbers 17-19-443-001-0000, 17-09-443-002-0000, 17-09-443-003-0000, 17-09-443-004-0000, 17-09-443-005-0000, 17-09-444-016-0000, 17-09-444-020-0000, and 17-09-444-034-0000, and legally described as set forth in Exhibit A attached hereto (the "Real Estate"). That at all times relevant, Equitable Owner has held an equitable ownership interest in the Real Estate and served as the agent of the Owner.

2. That on or about March 2, 2022, LJC entered into an agreement titled "225 West Randolph Street, Chicago, IL—Architectural Services" (the "Agreement") with the Equitable Owner, whereby LJC agreed to provide professional architectural and design services for the improvement of the Real Estate (the "Work"), in exchange for payment of \$913,000, as more fully described in the Agreement.

3. That while LJC was already performing the Work for the improvement of the Real Estate, at the insistence and request of the Equitable Owner, and with the full knowledge and express consent or acquiescence of the Owner, LJC's scope of Work was expanded to include extra and additional Work for the improvement of the Real Estate.

4. That while LJC continued performing the Work—including additional Work outside the scope of the original Agreement requested by Equitable Owner—at the direct request

UNOFFICIAL COPY

of Equitable Owner, LJC submitted a new cost estimate based on the expanded scope of Work so the Agreement could be amended to incorporate the expanded scope of Work.

5. That on or about January 24, 2023, LJC and the Equitable Owner agreed to amend the contract price of the Agreement from \$913,000 to \$1,700,000, so as to include the abovementioned extra and additional Work, which had a value of \$787,000.00.

6. That on February 2, 2023, the Equitable Owner put the project, including LJC's Work, on hold.

7. That the Agreement was entered into and the Work was performed by LJC with the knowledge and consent of the Owner, or, alternatively, that the Owner knowingly permitted LJC to perform Work on the Real Estate knowing that LJC expected payment for that Work.

8. That LJC performed under the Agreement, and completed Work for the improvement of the Real Estate and for the purpose of improving the Real Estate in the amount and having a value of \$989,426.25.

9. That the last date on which LJC performed work under the Agreement for the improvement of the Real Estate was February 2, 2023.

10. That, as of the date hereof, after allowing for all credits, there is due, owing and unpaid to LJC the balance of nine hundred eighty-nine thousand, four hundred, twenty-six dollars and twenty-five cents (\$989,426.25) for its Work on the Real Estate.

DATED this 16 day of May, 2023.

County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A" Legal Description

For APN/Parcel ID(s): 17-09-443-001-0000, 17-09-443-002-0000, 17-09-443-003-0000, 17-09-443-004-0000,
17-09-443-005-0000, 17-09-444-016-0000, 17-09-444-020-0000 and
17-09-444-034-0000

PARCEL 1:

LOT 2, 3 AND 4 (EXCEPT THAT PART OF LOT 2 DEDICATED FOR PUBLIC ALLEY BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 18928994) IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF VACATED WEST COURT PLACE LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 2, 3 AND 4 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6, ALL IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO AFORESAID, LYING NORTH OF AND ADJOINING THE NORTH LINE OF SUB-LOT 1 OF LOT 5 AND THE NORTH LINE OF SUB-LOTS 1, 2 AND 3 OF LOT 7, AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID SUB LOT 3 OF LOT 7 PRODUCED NORTH 18 FEET, ALL IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office