

Doc# 2322757039 Fee \$88.00

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 08/15/2023 12:55 PM PG: 1 OF 19

COOK COUNTY CLERK

Dear Lien Holder.

FORM #6, NOTICE OF DEMAND TO COMMENCE SUIT PURSUANT TO §770 ILCS 60/34 and §55 ILCS 5/3-5010.8(e) "FAILURE TO RESPOND TO THIS NOTICE WITHIN 30 DAYS AFTER RECEIPT, AS REQUIRED BY SECTION 34 OF THE MECHANICS LIEN ACT, SHALL RESULT IN THE FORFEITURE OF THE REFERENCED LIEN." PURSUANT TO §770 ILCS 60/34(b) (from Ch. 82, par. 34) Notice to commence suit. You are hereby now provided this WRITTEN NOTICE pursuant to §770 ILCS 60/34. Notice to commence suit that the OWNER of the property with the Commonly Referred to Address, Property Identification Number (PIN) and Legal Description in Exhibit A: is now DEMANDING SUIT BE COMMENCED OR ANSWER FILED WITHIN 30 DAYS thereafter, or the Lien shall be forfeited. Turthermore, this NOTICE serves as notification that the Property Owner has authorized the Cook County Clerk's office to serve as her, his or their AUTHORIZED AGENT, so any and all correspondence—including any proof of filed suit or answer filed in response to this demand—should be directed to the following address and attention and NOT to the Property Owner, unless as a courtesy or carbon copy or supplemental purposes only.

ADDRESS & ATTENTION TO MAIL ALL CORRESPONDENCE: ATTENTION: PROPERTY FRAUD UNIT PROPERTY FRAUD INVESTIGATOR COOK COUNTY CLERK 118 NORTH CLARK STREET, ROOM 120 CHICAGO, ILLINOIS 60602

Should you have any additional questions, comments or concerns regarding this notification that you would like to discuss via phone, please feel free to contact the Cook County Recorder of Deeds Property Fraud Unit at 312.603.40°Cu at your earliest convenience. Finally, please also take note that pursuant to §770 ILCS 60/35(a). Satisfaction or release; recording, neglect; penalty. "Whenever a claim for lien has been filed with the recorder of deeds, either by the contractor or sub-contractor, and is paid with cost of filing same, or where there is a failure to institute suit to enforce the same after demand as provided in the preceding Section vithin the time by this Act limited the person filing the same or someone by him duly authorized in writing so to do, shall acknowled a catisfaction or release thereof, in writing, on written demand of the owner, lienor, or any person interested in the real estate, or his or her agent or attorney, and on neglect to do so for 10 days after such written demand he or she shall be liable to the owner for the sun of \$2,500, which may be recovered in a civil action together with the costs and the reasonable attorney's fees of the owner, lienor, or other person interested in the real estate, or his or her agent or attorney incurred in bringing such action. If neither of the above actions are taken within 30 days from the mailing of this document, pursuant to §55 ILCS 5/3-5010.8, Mechanics Lien Demand & Refer Pilot Program, the Cook County Clerk will initiate an Administrative Law Hearing suit which will seek to have the above-referenced Mechanics/Contractors Lien RELEASED.

OWNER AUTHORIZED SIGNATURE

DATE

CLERK STAFF SIGNATURE

DATE : 22

Notices Mailed to:

Lien Holder:

Name

Design First Builders, LLC

Street Address

1201 Norwood Avenue

City/State/Zip

Itasca, IL 60143

Name

Lien It Now.com

Street Address

160 SW 12th Avenue, Suite 103A

City/State/Zip

Deerfield Beach, FL 33442

Last Owner of Records

Name

Rosanna and Michael Rich

Street Address

1307 W. Roanoke Drive

City/State/Zip

Arling ton Heights, IL 60004

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Exhibit A

Document Number: 1303957165

Commonly Known Addless: 1307 W. Roanoke, Arlington Heights, IL 60004

Property Identification Number: 03-18— 107-011-0000

X Attach Property's Legal Description

Permanent Index Numbers: 03-18-107-011

Common Address: 1307 W Roanoke Drive, Arlington Heights, IL 60004-2818

Legal Description: Subdivision: GREENBRIAR W VILLAGE GREE; LOT 197 IN

GREENBRIER IN THE VILLAGE GREEN, UNIT NUMILER, 5, BEING A SUBDIVSION OF

PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 42

NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MEKIDIAN, AND A

RESUBDIVISION OF PART OF LOT 11 IN GEORGE KIRCHOFF ASTATES SUBDIVSION

OF PART OF SECTION 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE

THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ARLINGTON PIGHTS,

WHEELING TOWNSHIP, COOK COUNTY, ILLINOIS.

Recorded at the request of:		
DESIGNfirst Builders, LLC		
Prepared by and to be returned to:]	
LienItNow.com	٠]	
160 SW 12th Avenue, Suite 103A	İ	
Deerfield Beach, FL 33442		
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ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

State of Illinois)
) SS
County of Cock)

The Claiman', <u>DESIGNfirst Builders, LLC</u>, hereby files its claim for lien as an Original Contractor against <u>Machael F. Rich, Jr. and Rosanna Rich, 1307 W Roanoke Drive, Arlington Heights, IL 60004-2815 (hereinafter, collectively 'Owner'), and any other person claiming an interest in the real estate beginnafter described, by, through or under the Owner and further states:</u>

On September 7, 2012 through December 20, 2012, Owner Michael and Rosanna Rich owned in fee simple title to the certain land described as follows: 1307 W Roanoke Drive, Arlington Heights, IL 60004-2818, including all land and improvements thereon, in the County of Cook, State of Illinois.

Permanent Index Numbers: 03-18-107-011
Common Address: 1307 W Roanoke Drive, Arlington Heights, IL 60004-2818
Legal Description: Subdivision: GREENBRIAR V VILLAGE GREE; LOT 197 IN
GREENBRIER IN THE VILLAGE GREEN, UNIT NUMBER 5, BEING A SUBDIVSION OF
PART OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 42
NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A
RESUBDIVISION OF PART OF LOT 11 IN GEORGE KIRCHOTE ESTATES SUBDIVSION
OF PART OF SECTION 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ARLINGTON KEIGHTS,
WHEELING TOWNSHIP, COOK COUNTY, ILLINOIS.

On September 27, 2011, the claimant made a contract with Rosanna Rich, or behalf of Michael & Rosanna Rich to provide a major rear addition to the existing home, as more fully set forth in the construction contract dated September 27, 2011 attached as exhibit "A".

That at the special instance and request of Contractor, the Claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of N/A.

The Contract was entered into by <u>DESIGNfirst Builders</u>, <u>LLC</u> and <u>Rosanna Rich</u> and the work performed there under was performed with the knowledge, authorization and consent of the Owner or the Owner knowingly permitted said work to be performed by Claimant.

The Owner is entitled to credits on account thereof as follows: \$N/A leaving due, unpaid and owing to the Claimant, after allowing all credits, the sum of \$42.681.44 for which, with interest, the claimant claims a lien on said land and all improvements thereon.

Dated: 1/31/2013	DESIGNfirst Builders, LLC
	By: Tony Slade, Wher
VERIFICAT	NON
State of Illineis County of Coek SS.	
The affiant, <u>Tony Slade</u> , being first duly swo. <u>Owner of DESIGNfirst Builders</u> , <u>LLA</u> the claimant; Original Contractors Claim for Lien; that s/he has re and knows the contents thereof and that all the stater	that s/he has been authorized to execute this ad the foregoing Contractors Claim of Lien nents therein contained are true.
NAME/POSITION:	Tony Stade, Owns
STATE OF ss. COUNTY OF ss. Subscribed and sworn to before me this	day of January, 2013
OFFICIAL SEAL AARON HAMMOND NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES/28/39/16	Aaton Hammund (Print Name) NOTARY PUBLIC in the State of Illinois residing in Swar (1-10ve, IL 60594) Commission Expires: 2/3/15

DESIGN FIRST BUILDERS, LLC

CASH SALES CONTRACT

Buyer(s): RUSANNA RICH + LEDITA ARNIERE	DESIGN FIRST
Address: 1307 ROANONE MENE	BUILDERS, LLC
City, State, Zip: ALLINGTON HEEGHTS, IL. Home Phone: 2057NA: Sep 754-6769; Granns: 773-531-55	1201 Norwood Avenue Itasca, Illinois 60143 Email: contact@d1builders.com Phone: 847-386-1386 Fax: 630-559-2444
Home Fax: Home E-mail:	(Herein referred to as "DESIGN 1 ^{ST"})
DESIGN 1 ³⁷ shall sell and Buyer shall buy the following goods and services, which are to be furnished or used in the mimprovement of the Real Estate located at Buyer's address above or at:	
ALL ARCHITECTURAL SERVICES UNDER THIS CONTRACT WILL BE PROVIDED	DRY DECICAL PIDOTENIA
Contract Amount: \$\frac{3}{1043}\$ Applied Design Retained Work Fax Work Fax Work E-mail Cell Phone \$\frac{3}{100}\$ Balance Due \$\frac{2}{15}\$ Construction: \$\frac{3}{100}\$ On start of work On start of framing The phone Sometimes of the property of the fact that the property of the party, of the fact that the property of the party, of the fact that the party, other than Design 1".	"Substantial completion" is the date when the work under the dregardless of whether the purposity still requires pointing antial completion shall not be effected by and no payment eld because: (i) of any importion which is required by any an occupancy or use permit has not then been issued with any work being performed on the property by Buyer or any RCE Cash Owner's Bank OTHER
CALL THE MANAGER TAPPROVAL F. LE.	GRATULE OF LEDER

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THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIAL AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.

LIMITED WARRANTY & INSURANCE. Design 1st warrants material is of standard quality. DESIGN 1st WARRANTS INSTALLATION FOR TWO (2) YEARS AFTER THE DATE OF SUBSTANTIAL COMPLETION AND WARRANTS THAT ALL STRUCTURAL FRAMING MEMBERS SUPPLIED AND INSTALLED BY DESIGN 1⁵⁷ WILL BE FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF FIVE (5) YEAR PROM THE DATE OF SUBSTANTIAL COMPLETION. Design 1²⁸ shall remedy substantial defects on notice from Buyer as more fully detailed in Design 1²⁸ separate written warranty. Notwithstanding any provision to the contrary, Design 1th entire liability, under this Contract and any related warranties shall not in the aggregate exceed, and Buyer's remedies are, limited as follows: (a) for each specific defect in the work under the Contract, to the lesser of: (i) the cost to repair or replace the defective item in question; or (ii) Design 1st original cost to construct the item alleged to be defective; and (b) for all defects in the aggregate in the work under the Contract, to the leaser of (i) the total Contract Amount; or (ii) the total amount paid to Design 1" under the Contract. The cost to repair or replace any defect shall be determined by Design 1". Illinois law provides that every agreement for the construction of a new home carries with it a warranty that when completed, the home will be free from latent defects and will be reasonably suited for its intended use as a home. Buyer acknowledges and agrees that the work being done under this Contract is not a new home and is not intended to be a new home. DESIGN 1ST'S SEPARATE WRITTEN WARRANTY IS THE ONLY WARRANTY MADE BY DESIGN 1ST, OR ANY OTHER PARTY, IN CONNECTION WITH THE WORK TO BE PERFORMED UNDER THIS SALES CONTRACT. NEITHER DESIGN 151 NOR ANY OTHER PARTY MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY WAICH IS NOT SET OUT ON THE FACE OF THIS SALES CONTRACT OR IN THE SEPARATE WRITTEN WARRANTY AND BUYER ACKNOWLEDC'S. UNDERSTANDS AND AGREES THAT ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY OR PITNESS FOR A PARTICULAR FURPOSE, AND BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT AS A RESULT OF SUCH DISCLAMER AND WAIVER, Top IN PLIED WARRANTY OF HABITABILITY IS NOT A PART OF THIS CONTRACT OR OF DESIGN 151 '6 WARRANTY AND BUYER ACCEPTS FUCTION 152 '8 SEPARATE WRITTEN WARRANTY AS A SUBSTITUTE FOR ALL WARRANTES. This Limited Warranty is not transferable or assignable. Design 151 is not liable for any indirect, punitive, special, exemplary, incidental or consequential damages (including loss of profits, revenue, use or economic advantage). This Limited Warranty gives you specific legal rights. Design 1⁵⁷ agrees to carry and keep in force Public Liability & Workmen's Compensation insurance in such amounts as externined by Design 1⁵⁷, in its sole discretion, and will name Buyer as a certificate holder upon written request by Buyer. Buyer shall have in force full replacement value property & casualty insurance coverage and liability insurance and Buyer shall submit all claims for liability or property damage, if any, to Buyer's property insurance can ler it a timely manner.

NOTICE OF RIGHT OF CAN LEL) ATION IN CONJUNCTIN WITH SALES CONTRACT YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DATE OF THIS TRANSACTION. SEE BELOV FOR AN EXPLANATION OF THIS RIGHT.

You may cancel this transaction, without any penalty or o' lightion, within 3 business days from the date below. If you cancel, any payments made by you, and any negotiable instrument executer by you under the Contract or transaction will be returned within 10 business days following receipt by the seller of your cancellation or ace, and any security interest arising out of the transaction will be canceled. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Design First Builders, 1201 Norwood Ave. Itasca, IL 601/3 not later than midnight of $\frac{1}{2}$

to Design 1451 Daniels, 1201 Non	WOOD AVE, Har	scs, IL 3 not later than midnight of 9/30, 20//
I herby cancel this transaction.	Buyer:	Date:
Dated 9-77 DESIGN First Builders, LLC Title SEA Name SE (ABETME-mail) (461 M		The Buyer(s) represents and warrants that they are the owner of property to be improved and have me right to improve same. I/We acknowledge of two (2) copies of the Notice of Right of Cancellation. Buyer Buyer
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August 9, 2023

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CHICAGO IL DISTRIBUTION CENTER August 5, 2023, 1:31 am

Arrived at USPS Regional Facility

MIAMI FL DISTRIBUTION CENTER July 29, 2023, 9:25 am

Forwarded

DEERFIELD BEACH, FL July 20, 2023, 10:16 am

Departed USPS Regional Facility

WEST PALM BEACH FL DISTRIBUTION CENTER Júly 19, 2023, 12:28 am

Arrived at USPS Regional Facility

WEST PALM BEACH PUIS TO SELECT WITH SUIDN DENTER AL COPY
July 18, 2023, 12:37 pm

Arrived at USPS Regional Facility

MIAMI FL DISTRIBUTION CENTER July 17, 2023, 1:14 pm

Arrived at USPS Regional Facility

WEST PALM BEACH FL DISTRIBUTION CENTER July 13, 2023, 12:23 pm

Departed USFS Regional Facility

BEDFORD PARK it DISTRIBUTION CENTER July 10, 2023, 11.05 pm

Arrived at USPS Regional Facility

BEDFORD PARK IL DISTRIBUTION CENTER July 10, 2023, 10:38 pm

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FAQs

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MIAMI FL DISTRIBUTION CENTER July 17, 2023, 1:14 pm

Arrived at USPS Regional Facility

WEST PALM BEACH FL DISTRIBUTION CENTER July 13, 2023, 12:23 pm

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Arrived at USPS Regional Facility

BEDFORD PARK IL DISTRIBUTION CENTER July 10, 2023, 10:38 pm

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

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

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Investigator I'm McNeify

Chicago, 1L 60603

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SENDER: Complete Items 1, 2, and 3. Complete Items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the malipiece, on the front if some the front if some Items on the front if some Items of the malipiece, on the front if some Items of the malipiece, on the front if some Items of It		PS Form 3811, July 2015 PSN-7530-02-000-9053

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ARLINGTON HEIGHTS, IL 60004 July 12, 2023, 2:13 pm

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PALATINE IL DISTRIBUTION CENTER July 12, 2023, 2:18 am

Arrived at USPS Regional Facility

PALATINE IL DISTRIBUTION CENTER July 11, 2023, 8:47 am

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BEDFORD PARK IL DISTRIBUTION CENTER July 10, 2023, 10:48 pm

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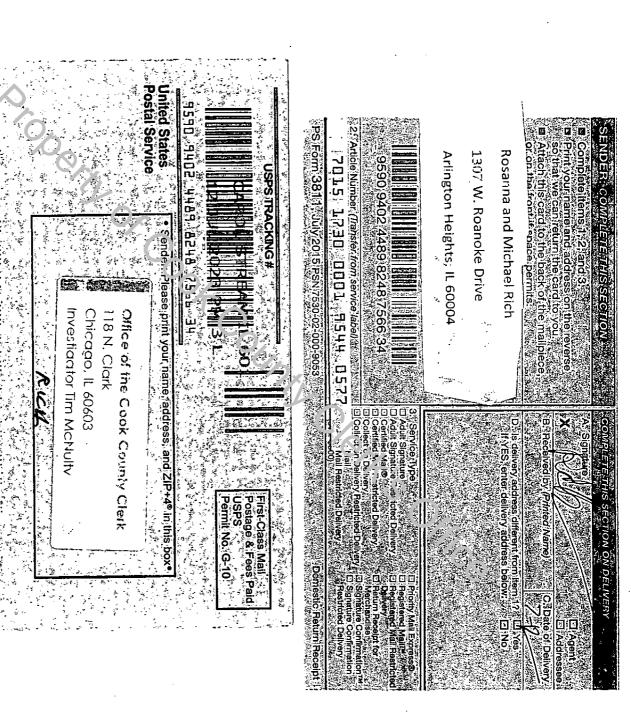
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ITASCA, IL 60143 July 12, 2023, 9:49 am

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JOH COUNTY CLOPA'S OFFICE CAROL STREAM IL DISTRIBUTION CENTER July 11, 2023, 5:05 pm

Arrived at USPS Regional Facility

CAROL STREAM IL DISTRIBUTION CENTER July 11, 2023, 9:56 am

Arrived at USPS Regional Facility

BEDFORD PARK IL DISTRIBUTION CENTER July 10, 2023, 10:31 pm

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