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MECHANICS LIEN CLAIM

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Merkel Woodworking, Inc.,
Claimant

Doc# 2323015015 Fee \$45.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/18/2023 11:06 AM PG: 1 OF 4

-VS-

Adventus US Realty #7 LP,
Cushman & Wakefield US, Inc., J.C. Anderson, Inc., JPMorgan Chase Bank, N.A., and
Wilmington Trust, N.A.
Defendants

The claimant, **Merkel Woodworking, Inc.**, 300 S. Stewart Ave., Addison, IL 60101 (the “**Claimant**”), hereby files a claim for lien against **Aventus US Realty #7 LP**, 8601 N. Scottsdale Rd., Suite 300, Scottsdale, AZ 85253 (the “**Owner**”), **Cushman & Wakefield US, Inc.**, 9450 W. Bryn Mawr Ave., Rosemont, IL 60018 (the “**Owner Representative**”), **J.C. Anderson, Inc.**, 834 North Church Road, Elmhurst, IL 60126 (the “**Contractor**”), **JPMorgan Chase Bank, N.A.**, 383 Madison Ave., New York, NY 10179 (a “**Lender**”), **Wilmington Trust, N.A.**, 100 N. Market St., Wilmington, DE 19890 (a “**2nd Lender**”), and any persons claiming an interest in the Property identified herein and states:

Claimant was employed by the Contractor to provide labor and materials for millwork (“**Services**”) upon property owned by the Owner, described below (the “**Property**”). It is understood that the **Services** are part of an agreement between the Contractor and the Owner and/or Owner Representative. The Property is described as follows:

9525 Bryn Mawr
Rosemont, IL 60018
PIN: 12-10-100-051-0000

Legal Description Attached as “Legal Description: Columbia Centre III”

The **Services** were provided pursuant to a contract, dated 10/28/2022, in the amount of \$185,000 for millwork; and a change order relative to wall coverings, dated 5/5/2023, in the additional amount of \$65,337. The **Services** were completed on June 27, 2023; for a total of \$250,337 due to Claimant for the above identified as the amount of the claim.

To reiterate, the following amounts are due on said contract (including change order) for the **Services**:

Original Contract Amount	\$185,000
Change Orders/Extras	\$ 65,337

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Credits	\$	0
Work Not Performed	\$	0
Payments	\$	0
Total Balance Due	\$250,337	

Therefore, there is due, unpaid and owing to the Claimant after all credits, the sum of Two Hundred Fifty Thousand Three Hundred and Thirty-Seven Dollars (\$237,337) for which, with allowable interests, fees and costs, the Claimant claims a lien on said Property, beneficial interest, if any, leasehold interests, if any, improvements, and on the moneys or other considerations due or to become due from the Owner said contract.

To the extent permitted by law, all waivers of lien heretofore given by Claimant, if any, in order to induce payment not received are hereby revoked.

IN WITNESS WHEREOF, the undersigned has signed this instrument on August 1st, 2023.

MERKEL WOODWORKING, INC.

By Robert R. Merkel
Robert Merkel, President

This instrument was prepared by:
Eric Anderson
Staub Anderson LLC
55 W. Monroe Street, Suite 1925
Chicago, IL 60603

VERIFICATION

State of Illinois)
) SS
County of Cook)

The affiant, Robert Merkel, being first duly sworn, on oath deposes and states that the affiant is the President of Claimant; that the affiant has read the foregoing claim for lien and knows the content thereof; and that all the statement therein contained are true.

Robert R. Merkel
Robert Merkel

Given under my hand and official seal,
this 1st day of August, 2023.

Deborah A. Merkel
Notary Public



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Legal Description: Columbia Centre II:

PARCEL 1:

THE WEST 558.33 FEET (MEASURED ALONG THE NORTH LINE) OF LOT 1 OF HENRY HACHMEISTER'S DIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1908 AS DOCUMENT NUMBER 4183101, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 10; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 217 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT IN AND UNDER THE EASEMENT PARCEL (AS DESCRIBED IN EXHIBIT C) SOLELY FOR THE USE OF SANITARY SEWER AND FOR THE PURPOSE OF SERVICING AND MAINTAINING THE SANITARY SEWER AND EXTENSION IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPHS 2 AND 3 IN THE AGREEMENT AS CREATED, DEFINED AND LIMITED IN THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 1, 1989 AND RECORDED JANUARY 24, 1990 AS DOCUMENT NUMBER 90037337.

PARCEL 3:

EASEMENT OVER PORTIONS OF THE VILLAGE OF ROSEMONT PROPERTY TO THE SOUTH OF PARCEL 1 AS MAY BE INCIDENTAL TO THE USE OF THAT CERTAIN SKYBRIDGE CONNECTING THE 9 STORY BUILDING ON THE LAND WITH THE MULTI-LEVEL CONCRETE PARKING FACILITY ON THE LAND TO THE SOUTH AS CREATED, DEFINED AND LIMITED BY INSTRUMENT RECORDED JULY 25, 1990 AS DOCUMENT 90358728.

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PARCEL 4:

ALL RIGHTS, INCLUDING THE USE OF 350 PARKING SPACES, AS GRANTED IN THE PARKING AGREEMENT MADE NOVEMBER 2, 1988 BY AND BETWEEN THE VILLAGE OF ROSEMONT, A MUNICIPAL CORPORATION, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 12, 1986 AND KNOWN AS TRUST NUMBER 100841-01, A MEMORANDUM OF WHICH WAS RECORDED DECEMBER 14, 1988 AS DOCUMENT 88576474, AS AMENDED BY FIRST AMENDMENT THERETO RECORDED JULY 25, 1990 AS DOCUMENT 90358728, AS AMENDED BY ADDENDUM THERETO RECORDED FEBRUARY 3, 1993 AS DOCUMENT 93087080.

Permanent Index Number: 12-10-100-051-0000

Property Address: 9525 West Bryn Mawr Avenue, Rosemont, Illinois 60018

Property of Cook County Clerk's Office