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2323734078

MECHANIC'S LIEN CLAIM

Doc# 2323734078 Fee \$45.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/25/2023 03:16 PM PG: 1 OF 4

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Digangi Plumbing Company

CLAIMANT

vs.

Alpha Construction Services, LLC
Beverly Bank & Trust Company, N.A.
Lake Lathrop Partners, LLC
Village of River Forest

SUBCONTRACTOR'S CLAIM FOR LIEN

The claimant, Digangi Plumbing Company, an Illinois Corporation of the Village of Mundelein, County of Lake, State of Illinois, (hereinafter "Claimant") hereby files a subcontractor's claim for lien against Alpha Construction Services, LLC, (hereinafter "Contractor") and Lake Lathrop Partners LLC (hereinafter "Owner") both Contractor and Owner with the address of 1525 W Homer Street, Suite 401, Chicago, IL, 60642, and Beverly Bank & Trust Company, N.A, Oak Lawn, IL 60453 (hereinafter "Lender") and the Village of River Forest (hereinafter "Party in Interest"), River Forest 60302 and any persons claiming an interest in the premises herein and states:

1. On April 7, 2023, and subsequently, Owner owned a fee simple interest, and possibly other interests, in the Real Estate (including all land and improvements thereon) in Cook County, Illinois, commonly known as 423 Ashland and 7601-7621 Lake Street, River Forest, Illinois (hereinafter "the Project") and legally described as follows:

PARCEL 1:

LOT 14 AND THE EAST 50 FEET OF LOT 15 AND THE EAST 50 FEET OF LOT 16 IN BLOCK 3 IN PART OF RIVER FOREST, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SURVEYED FOR THE SUBURBAN HOME MUTUAL LAND ASSOCIATION, ACCORDING TO THE PLAT OF SAID SUBDIVISION, RECORDED JUNE 23, 1890, IN BOOK 43 OF PLATS, PAGE 20, AS DOCUMENT NUMBER 1291334.

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PARCEL 2:

LOTS 1, 2 AND 3, TAKEN AS A TRACT, (EXCEPT THE WEST 66.50 FEET THEREOF) IN BLOCK 3, IN SUBURBAN HOME MUTUAL LAND ASSOCIATION SUBDIVISION IN RIVER FOREST, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 66.50 FEET OF LOTS 1, 2 AND 3, TAKEN AS A TRACT, IN BLOCK 3, IN SUBURBAN HOME MUTUAL LAND ASSOCIATION SUBDIVISION IN RIVER FOREST, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The permanent real estate tax numbers of the Real Estate comprising the Project are 15-12-117-002-0000; 15-12-117-003-0000; 15-12-117-017-0000; 15-12-117-018-0000; and 15-12-117-019-0000.

2. Alpha Construction Services, LLC was the Owner's contractor, or in the alternative, Party in Interest's contractor for the improvement of the Real Estate.
3. On April 7, 2023, Marty Paris a/k/a Martin Paris a/k/a F. Martin Paris (hereinafter "Paris") as agent of Contractor and/or Owner provided a Letter of Intent (hereinafter "LOI") dated April 6, 2023, directing Claimant to immediately proceed with shop drawings and procurement of all long lead items, and committing to issue a subcontract to Claimant for \$692,000 for plumbing, gas line and underground plumbing work.
4. On April 10, 2023, Claimant and Paris agreed on the price for work to be performed and materials provided by Claimant for the Project and the start date for Claimant's on-site work. On April 12, 2023, Claimant's employees began performing plumbing work at the Project site.
5. On June 5, 2023, Contractor (through Paris as authorized agent) and Claimant agreed in writing on change orders, a final schedule of values and progress payments, and a partial payment. The total cost of change orders agreed to by Contractor, or alternatively the Owner, is \$6,957.00. Claimant's last date of performance at the Project site was on or around July 18, 2023.
6. This claim of lien arises out of the express contract in the LOI, and the express or implied in fact contract based on the proposed contract received by Claimant from Contractor, Paris' directing, approving, or acquiescing to Claimant's performance as

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agreement between Claimant and Paris, as authorized agent of Contractor and Owner, regarding change orders and progress payments, and other documents and verbal communications between Claimant and Owner, Contractor, or their authorized agents.

7. The amount due on the plumbing subcontract:

a. Original Amount of Contract:	\$692,000.00
b. Approved Change Orders:	\$6,957.00
c. Contract Sum to date (a+b):	\$698,957.00
d. Total Completed as of 4/30/23:	\$166,957.00
e. 10% holdback per Contract:	\$16,695.70
f. Current Lien Amount:	\$150,261.30
g. Balance to finish:	\$548,695.70

8. Claimant completed the work for which Claimant claims a lien on or around July 18, 2023.

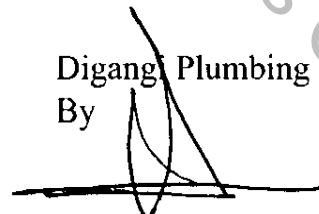
9. As of the date of this Claim, there is due, unpaid, and owing to Claimant, after allowing all credits and contracted holdbacks, the principal sum of \$150,261.30, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$150,261.30 plus interest.

10. Claimant revokes any waiver of rights for which Claimant has not received payment.

Dated: 8-21-2023

Digang Plumbing Company

By



President

This document has been prepared by and after recording should be returned to:

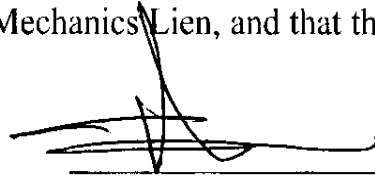
William J. Malan
Boodell & Domanskis, LLC
1 N. Franklin, Ste. 1200
Chicago, IL 60606
wmalan@boodlaw.com

VERIFICATION PAGE FOLLOWS

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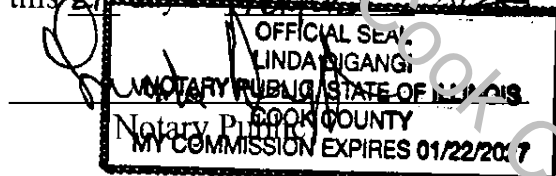
STATE OF ILLINOIS)
) ss:
 COUNTY OF LAKE)

Thomas Digangi, being first duly sworn on oath, states that he is President of Claimant, Digangi Plumbing Company, an Illinois Corporation, that he is authorized to sign this verification to the foregoing subcontractor's Claim for Mechanics Lien, that he has read the subcontractor's Claim for Mechanics Lien, and that the statements contained therein are true.



Thomas Digangi

Subscribed and sworn to before me
 this 21st day of August, 2023



My commission expires Jan 22nd, 2027

County Clerk's Office