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NOTICE AND CLAIM FOR MECHANIC'S LIEN

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

IN THE OFFICE OF THE
RECORDER OF DEEDS OF Cook COUNTY

PRESTRESS ENGINEERING CORP.,)

Claimant,)

vs.)

JEPP CORPORATION,)
THE ADVENTURE GROUP,)
REHAB CONSTRUCTION &)
DEVELOPMENT CORP.)
COSMOPOLITAN NATIONAL BANK)
t/u/t 27252,)
BANK LEUMI LE ISRAEL bm,)
and unknown parties,)

Defendants.)

"NOTICE TO OWNER

Do not pay the contractor
for this work or material
unless you have received
from the Contractor a waiver
of lien by, or other satis-
factory evidence of payment
to, the Subcontractor or
Materialman."

NOTICE & CLAIM FOR LIEN IN AMOUNT OF

\$43,682.81

The claimant, PRESTRESS ENGINEERING CORP., of P. O. Box 209, Algonquin, IL 60102, County of McHenry, State of Illinois, being a supplier of precast concrete beams, columns, etc. for the construction project on the real estate described below, hereby files a Notice and Claim for Lien against Bank Leumi Le Israel bm, being the Lender located at 120 N. LaSalle Street, Chicago, Illinois, JEPP CORPORATION being the General Contractor for said construction project located at 1466 Farrington, Naperville, IL 60540, and The Adventure Group, Rehab Construction & Development Corp., and Cosmopolitan National Bank t/u/t 27252, hereinafter referred to as "Owner", located at 737 N. LaSalle St., Chicago, IL 60610 and said last named persons are the Owners for the construction project being constructed on the real estate commonly known as 750 North LaSalle Street, Chicago, in the County of Cook, State of Illinois.

This document prepared by
EMALFARB & SWAN
660 La Salle Place
Highland Park, IL 60035
(312) 432-69 00

Document Index No. 17-09-203-010-012



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That, on the November 5, 1985, said The Adventure Group, Rehab Construction & Development Corp. was the Owner of record of the following described land in the County of Cook, State of Illinois, to-wit:

Lots 9, 10 and 11 in Ogden Subdivision of that part of Block 36 lying North of alley running East and West through said block in Wolcott's addition of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, (except that part of Lot 11, lying between the West line of North LaSalle Street and a line 14 feet west and parallel with the west line of North LaSalle Street as conveyed to the City of Chicago by a quit claim deed recorded April 13, 1937 as document No. 11979490) in Cook County, Illinois.

17-09-203-010-012

all dm.

and JEPP CORPORATION was authorized and knowingly permitted by the Owner to construct the Improvement thereof.

That on November 5, 1985, said JEPP CORPORATION made an written contract with Claimant PRESTRESS ENGINEERING CORP. to furnished precast concrete beams, columns and wall panels, a copy of said written contract is attached hereto as Exhibit "A" for and in said Improvement, and that, on July 28, 1986, the Claimant PRESTRESS ENGINEERING CORP. completed thereunder all required to be done by said contract.

That the Claimant alleges upon information and belief that a sworn statement has been submitted to the Owner, or its agent, by JEPP CORPORATION being the above described General Contractor, and that said sworn statement is in writing and contains the names of persons furnishing materials and labor for and in said Improvement, and that the Claimant's name and correct amount due Claimant for the work described above has been included in this sworn statement.

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That said Contractor JEPP CORPORATION is entitled to credits on account in the amount of \$153,964.03 leaving due, unpaid and owing to the Claimant, after allowing all lawful credits, the sum of \$43,682.81, for which with interest, the Claimant claims a lien on said land and improvements, and on the monies or other considerations due or to become due from the Owner under said contract against said Contractor and Owner.

PRESTRESS ENGINEERING CORP.

CLAIMANT

BY: 

Its Attorney and Agent

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Property of Cook County Clerk's Office

PLATINUM ENGINEERING, INC.
PLATINUM

PLATINUM ENGINEERING, INC.

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STATE OF ILLINOIS)
) SS.
COUNTY OF MC HENRY)

VERIFICATION

The Affiant, Christian Newkirk, being first duly sworn on oath, deposes and says that he is the authorized agent of the Claimant; that he has read the foregoing Notice and Claim for Lien, knows the contents thereof, and states that all the statements therein contained are true, to the best of his information and belief.

Christian Newkirk

Subscribed and Sworn to
before me this 26th day
of Sept, 1986.

Claire L. Fair
Notary Public

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STATE OF ILLINOIS

18

CLERK OF THE COURT

NOTIFICATION

The undersigned, being duly sworn, depose and say that the within and foregoing facts and contents thereof, and all the matters therein contained are true to the best of his knowledge and belief.

Witness my hand and seal of office this 10th day of _____, 20__.

Notary Public

88991922

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PROOF OF SERVICE BY MAIL

I, Sandra Baboin non-attorney on oath, state that on this 24th day of September, 1986, I served this Notice and Claim for Mechanic's Lien by mailing a copy of said Notice by certified mail, return receipt requested, limited to addressee only, to: JEPP CORPORATION-1466 Farrington, Naperville, IL 60540, The Adventure Group, Rehab Construction & Development Corp.-737 N. LaSalle St., Chicago, IL 60610, Cosmopolitan National Bank, 801 N. Clark, Chicago, IL, and Bank Leumi Le Israel bn, 100 N. LaSalle St., Chicago, IL, postage prepaid, by depositing same in the U.S. Mail Box located in Highland Park, Illinois before the hour of 5:00 p.m.

86461455

Sandra Baboin

Subscribed and Sworn to
before me this 24th day
of September, 1986.

Francis H. Kessler
Notary Public

County Clerk's Office

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EXHIBIT "A"

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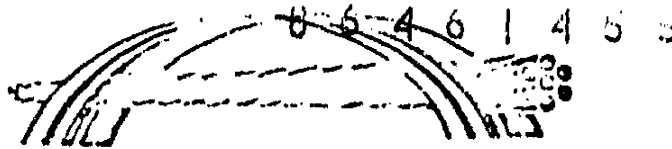
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PRESTRESS ENGINEERING COMPANY
Blackstone, Illinois 61313
Phone: 815-586-4239

November 4, 1985

MATERIALS PROPOSAL

ITEM NO.: 8-Story Office Building, 750 N. La Salle Street, Chicago, IL 60610

86461455

ITEM 1

14" x 14" PRECAST CONCRETE COLUMNS CHAMFERED ALL SIDES LUMP SUM = \$ 37,106.00

ITEM 2

PRECAST PRESTRESSED SUPPORT BEAMS
24 each (Rectangular) 14" wide x 12" deep
30 each ("L") 18" wide x 20" deep
42 each (" ") 30" wide LUMP SUM = 72,040.00

ITEM 3

7" PRECAST "FLUTED" EXTERIOR WEST WALL PANELS
Approximately 7050 square feet @ \$6.00 per Sq. Ft.
(Plain grey) TOTAL = 42,300.00

ITEM 4

7" PRECAST "FLUTED" PANELS AT ROOF (1260 S.F.), SOUTHWEST SIDE (550 e.f.),
AND BASEMENT (720 S.F.)
UNIT PRICE \$6.00 per S.F. @ 2530 S.F. TOTAL = 15,180.00

ITEM 5

5" PRECAST INTERIOR PANELS AT STAIRWELLS
UNIT PRICE \$4.25 per S.F. @ 2800 S.F. TOTAL = 11,900.00

ITEM 6

EXTRA LABOR INVOLVED IN "ART" PANELS \$3.50 per S.F. Additional
(Approximate 1900 S.F.) \$ 178,526.00

ITEM 7

YARD HANDLING OF PANELS FOR CONTRACTOR STAINING \$60.00 per hour

~~ITEM 8... DETAIL I (DRAWINGS ATTACHED) 5 15.00 per notch per hole~~

ITEM 9 DETAIL II (DRAWINGS ATTACHED) 8.00 per hole

ITEM 10 DETAIL III (DRAWINGS ATTACHED) 25.00 per notch

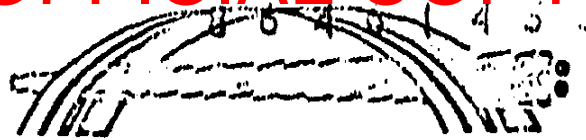
ITEM 11 DETAIL IVa) and IVb (DRAWINGS ATTACHED) ~~20.00 per beam~~ 100' / B...

ITEM 12 DETAIL V (DRAWINGS ATTACHED) 300.00 total

ITEM 13 INSERTS FOR BOLTED ON CHANNEL 3.00 each

NOTE: DELIVER \$10.00 FOR 30 EACH 12" x 20" SINGLE LEGS IF NOT

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PRESTRESS ENGINEERING COMPANY
Blackstone, Illinois 61313
Phone: 815-586-4239

M A T E R I A L S P R O P S A L

GENERAL CONDITIONS OF THIS PROPOSAL
Forming a Part of Proposal

1. TAXES NOT INCLUDED IN PROPOSAL.
2. PRICES INCLUDE DELIVERY ON STANDARD TRAILERS DURING NORMAL WORKING HOURS MONDAY THRU FRIDAY.
3. ANCHOR BOLTS, SPICE HARDWARE AND SEAT ANGLES INCLUDED.
4. STEEL BRACKETS WELDED ON COLUMNS IN SHOP BY PRESTRESS ENGINEERING COMPANY. FIREPROOFING OF STEEL NOT INCLUDED. ONE PRIME COAT OF PAINT ON EXPOSED STEEL EXCEPT IN FIELD WELDED AREAS.
5. ALL CONCRETE TO HAVE STRUCTURAL FINISH, PLAIN GREY NON-ARCHITECTURAL.
6. NEGOTIATED DELIVERY. APPROXIMATE COMPLETION OF ALL FABRICATION WITHIN FIVE (5) TO SIX (6) WEEKS AFTER RECEIPT OF FINAL APPROVED SHOP DRAWINGS FROM H. MARSHALL.
7. P.C.I. STANDARD FABRICATING PROCEDURES AND TOLERANCES.

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PRESTRESS ENGINEERING COMPANY 4 5 5
Blackstone, Illinois 61318
Phone: 815-586-4239

GENERAL CONDITIONS OF THIS PROPOSAL
Forming a Part of Proposal

- 1 Prestress Engineering Company is a division of Road Materials Corporation, a Delaware Corporation, and shall hereinafter be referred to as P.E.C.
- 2 The purchaser agrees that he will make no claims against the value of this contract or backcharges to P.E.C. whatsoever for any loss or damage arising from late delivery by reason of accident, fire, labor dispute, delays in loading, delays in transportation, Acts of God or other causes unavoidable or beyond the control of P.E.C.
- 3 Unless otherwise stated in this proposal, no local, State or similar sales taxes, import or export duties or other taxes are included in the prices quoted herein and it is understood that if any tax or duty is applicable at present or in the future, the purchaser will accept such charges.
- 4 If after application has been started for a material ready for shipment P.E.C. is advised by the purchaser that purchaser is unable to accept delivery, purchaser will accept handling charges and warehouse charges as agreed upon and invoiced by P.E.C.
- 5 Unless otherwise stated in this proposal, no such item as vic (labor or equipment) is included in the proposed price. If the purchaser, its employees, agents or assignees rent, borrow or otherwise use any equipment owned by or rented by P.E.C. or otherwise given to P.E.C. the purchaser shall save and hold P.E.C. harmless from and against all claims, suits and demands on account of personal injuries (including but not limited to the foregoing) Whittaker's Compensation and other claims, property and damage claims and whatever which may be made in any manner connected with or arising out of or in any manner connected with the use, operation, maintenance or repair of such by purchaser, its employees, agents or assignees or damage shall be caused by or be deemed to be caused by the negligence or other fault of P.E.C. by accident or otherwise.
- 6 The purchaser shall pay for all materials and equipment to be delivered to the job site. All materials and equipment shall be due and payable 30 days after the date of billing unless otherwise specifically stated in the proposal. If invoice is not paid within 30 days from date of billing, a finance charge of 1 1/2% per month will be added to the invoice. Invoices will be mailed once each month for all materials manufactured during the month and it is agreed that these materials will be paid for in accordance with these terms.
- 7 Delivery of product is FOB truck on site in maximum load quantities. Purchaser agrees to provide all necessary labor and equipment to safely remove the product from the trucks.
- 8 The purchaser agrees to pay demurrage in the amount of \$40.00 per hour or fraction thereof in excess of 1/2 hour at the job site as a result of delays to each truck not caused by P.E.C.
- 9 Any material requiring movement under special permit issued by the Department of Transportation will be governed thereby. We will not be responsible for inaccessibility to the job site for any trucks required to travel over posted or otherwise limited roads insofar as weight and length are concerned. This company will not be responsible for the preparation or adjusting of any inadequate turning radiuses required which may be found on state, county, township or other accesses to the job site. The Purchaser shall provide clear access to the jobsite for the entry of P.E.C.'s trucks under their own power.
- 10 In the event special, oversize or overweight permit movements are required, P.E.C. agrees to furnish same for the delivery of this product in accordance with the laws of the State of Illinois or other governing same. Unless otherwise specifically agreed to in writing between purchaser and P.E.C. P.E.C. will pay for and include in this proposal all such permits necessary providing that not more than five (5) working days are required or that more than one (1) series of permits for any given live consecutive working days be required. In the event additional permits are required, the purchaser agrees to reimburse P.E.C. for the cost incurred by P.E.C. for obtaining same.
- 11 No work will commence on the product herein defined until P.E.C. has shop drawings approved by the responsibility authority. Field check logs and drawings will not be made by P.E.C. and P.E.C. assumes no responsibility for same.
- 12 Any extra or additional expenses incurred by P.E.C. arising out of the necessity to provide any additional labor, material or equipment not covered or included in the terms of this proposal shall be considered to be an additional amount due and owing P.E.C. although not specifically stated in the proposal and shall be paid for by the purchaser.
- 13 No claims or backcharges shall be made by the Purchaser to P.E.C. unless the work involved, and the price thereof, have been agreed upon in writing by the parties prior to performance of the work.
- 14 All terms of this proposal are deemed to be fully set forth herein, and no such terms or other party is authorized to bind P.E.C. by any agreement or contract not herein expressed. This proposal shall not become effective as a contract until accepted by purchaser and approved or acknowledged by P.E.C. and shall thereafter be modified except in writing, similarly executed and approved. If this form is not returned with purchaser's authorized acceptance signature, the purchaser's offer shall refer to this proposal by date and number and shall thereby be bound to all the terms and conditions herein stated.
- 15 If this entire proposal is acceptable by the purchaser within thirty (30) days of such time acceptable by P.E.C. and such acceptance by the purchaser is evidenced by the signature of a duly authorized representative of the purchaser, then this proposal becomes a contract binding on both parties to the provisions herein defined.
- 16 Retainage shall be 10% OF THE FULL NET PRICE AND BECOME DUE 30 DAYS AFTER THE LAST DELIVERY.

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Accepted by Purchaser
JEPP CORPORATION
T. J. HAMPTON

Proposed by
PRESTRESS ENGINEERING COMPANY
ROBERT J. LOEWIS

dated 1/5/85 By date 11-8-85

G.F. G.C.
D.H. E.S.

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PRESTRESS ENGINEERING CO.

R. R. 1
Blackstone, IL 61313
(815) 586-4239

4014 Route 14 8 6 4 6 1 4 5 3
Crystal Lake, IL 60014
(815) 455-6505

DATE: January 6, 1986

TO: Mr. Paul Rampson
Jepp Corporation
1466 Farrington
Naperville, IL 60540
PROJECT: 8-Story Office Building
750 N. LaSalle Street
Chicago, IL 60610

CHANGE ORDER NO. 1

RE: P.E.C. #35074

No work will be performed as a result of these changes until this Change Order is accepted.

Costs incurred due to the addition of connection plates for spandrel beam attachment (1/2" x 6" x 8" E's) and special beam to column support angles.

1/7/86
JL
NJC

Spandrel connection E's furnished & installed	2,080.00
Beam/Column connection special brackets 136 @ \$42.00	5,712.00
	5,712.00

Handwritten signature and date: 1/7/86

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The original Contract Sum Reference original contract

Previous Change Orders

Contract Sum prior to this Change Order 5,712.00

Contract Sum increased/decreased by this Change Order ~~5,712.00~~

New Contract Sum including this Change Order

The date of completion for this project is: as weather permits

Signature of Robert J. Lochr
By: Robert J. Lochr
Title: Vice President
Date: January 6, 1986

Signature of Paul Rampson
By: Paul Rampson
Title: President
Date: 1/7/86

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DEPT-02 FILING
10/07/08 12:19:00
TRAN 0285
#0886 # C # 86-461455
COOK COUNTY RECORDER

FILED
OCT 09
MAIL

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