

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

"NOTICE TO OWNER

R. ALLEN PAINTING & DECORATING, )

Claimant,

vs.

ACE CONSTRUCTION CO., )  
NEW PARTNERSHIP, INC., )  
HARRIS TRUST & SAVINGS BANK, )  
CITY OF CHICAGO DEPT. OF HOUSING, )  
NHS REDEVELOPMENT, )

Defendants.

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

\$15,503.00

86509989

The claimant, R. ALLEN PAINTING & DECORATING, of 5706 South State Street, Chicago, Illinois 60617, County of COOK, State of Illinois, being a painting subcontractor for the construction project on the real estate described below, hereby files a Notice and Claim for Lien against HARRIS TRUST & SAVINGS BANK located at P.O. Box 755, Chicago, IL 60690, being the lender for said construction project, CITY OF CHICAGO DEPT. OF HOUSING, located at 318 South Michigan, Chicago, Illinois 60604, being the Lender for said construction project, ACE CONSTRUCTION CO. being the General Contractor for said construction project located at 7360 Central Ave., River Forest, IL 60305, NHS REDEVELOPMENT, located at 123 North Jefferson, 4th Floor, Chicago, Illinois 60606 being the "Beneficial Owner" of said construction project, and NEW PARTNERSHIP, INC., hereinafter referred to as "Owner", located at 123 N. Jefferson, Chicago, IL 60606 and said last named person is the Owner for the construction project being constructed on the real estate commonly known as 5700 West Race, Chicago, Illinois in the county of COOK, State of Illinois.

This document prepared by  
EMALFARB & SWAN  
660 La Salle Place  
Highland Park, IL 60035  
(312) 432-6900

Permanent Index No. 16-08-218-019

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# UNOFFICIAL COPY

STATE OF ILLINOIS

DEPARTMENT OF REVENUE

SALES TAX

SALES TAX

RETURN OF SALES TAX  
FOR THE MONTH OF  
MAY 1968

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

That, on the August 21, 1985, said NEW PARTNERSHIP, INC. was the Owner of record of the following described land in the County of COOK, State of Illinois, to-wit:

PARCEL 1: The East 66.5 feet of the South 150 feet of Lot 412 in Austin's Resubdivision of Block 9 in Austinville, a Subdivision of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

and ACE CONSTRUCTION CO. was authorized and knowingly permitted by the Owner to construct the improvement thereof.

That on August 21, 1985, said ACE CONSTRUCTION CO. made a written contract with Claimant R. ALLEN PAINTING & DECORATING to provide labor, paint and related materials for painting of the interior and exterior of the premises, per contract dated August 21, 1985, a copy of said written contract is attached hereto as Exhibit "A" for and in said improvement, and that, on July 30, 1986 the Claimant R. ALLEN PAINTING & DECORATING 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 ACE CONSTRUCTION CO. 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.

That at the special Instance and request of said ACE CONSTRUCTION CO. the Claimant R. ALLEN PAINTING & DECORATING furnished extra and additional materials at and extra and additional labor on said premises of the value of \$1,425.00 as fully set forth in an account thereof herewith filed and made part hereof, marked Exhibit "B", and did complete same on June 20, 1986.

That said Contractor ACE CONSTRUCTION CO. is entitled to credits on account in the amount of \$27,822.00 leaving due, unpaid and owing to the Claimant, after allowing all lawful credits, the sum of \$15,503.00, for which

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THE STATE OF ILLINOIS, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

Property of Cook County Clerk's Office

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.

R. ALLEN PAINTING & DECORATING  
CLAIMANT

BY:

*[Handwritten Signature]*  
Its Attorney and Agent

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EXHIBIT "A"

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This AGREEMENT made this 21st day of AUGUST, 1985

by and between R. ALLEN PAINTING & DECORATING, INC., 5844 S. STATE STREET  
CHICAGO, ILLINOIS 60621, hereinafter called "Subcontractor," and Ace Construction Corporation, 7300 CENTRAL AVENUE, RIVER FOREST, ILLINOIS 60305  
an Illinois corporation, hereinafter called "General Contractor," WITNESSETH:

Subcontractor and General Contractor, for the considerations hereinafter stated, agree as follows:

ARTICLE 1: Subcontractor agrees to provide and pay for all labor, materials and equipment, and to perform all work necessary to manufacture, furnish, deliver and erect in place, in the project as hereinafter described, as the progress of the project requires, free from all liens, charges, and claims, and to otherwise perform all of General Contractor's obligations for furnishing, installing and completing all of the

ILLINOIS 43 UNITS

INTERIOR AND EXTERIOR PAINTING FOR PROPERTY LOCATED AT 5700 W. RACE, CHICAGO,  
All interior and exterior painting of the above referenced project shall be done in accordance with the specifications and drawings with NO addendums and/or amendments, including all necessary "TEXTURING OF CEILINGS".

under and in accordance with the General Conditions, drawings, specifications, addenda to specifications and alternates prepared by Frank Heitzman Architects, 1033 South Boulevard, Oak Park, Illinois 60302

hereinafter called "Architect." Subcontractor shall furnish such material and perform such work in the manner provided under the General Contract and the drawings, specifications and other documents (hereafter collectively referred to as the "Contract Documents") which contract documents include the following:

Drawings A1 and A2 and Specs., dated June 10, 1985

and other documents therein named.

Subcontractor agrees to do such work to the satisfaction of General Contractor, Owner, Owner's Mortgage Lender and Architect. Subcontractor represents that it has examined the Contract Documents and is fully aware of the terms and provisions thereof. The parties agree that this Agreement and the Contract Documents contain all the terms of this Agreement. All prior conversations, promises, letters, quotations, qualifications, or writing are merged into this agreement. Unless otherwise provided in the Contract Documents, General Contractor will furnish free of charge to Subcontractor such copies of drawings and specifications as are reasonably necessary for the execution of the work hereunder. No orders, interpretations or modifications of the plans or specifications shall be construed as in any way altering or reducing the undertaking herein expressed, unless said orders, interpretations or modifications are in writing and signed by an officer of the General Contractor and the Architect.

ARTICLE 2: Subcontractor agrees to begin work immediately upon notice from General Contractor and to at all times prosecute such work diligently and in coordination with other work on the project and to complete all work under this Subcontract.

ARTICLE 3: Subject to additions and deductions made as provided hereafter in Article 8, General Contractor agrees to pay Subcontractor for the full and faithful performance of this Subcontract the contract price of FORTY ONE THOUSAND NINE HUNDRED DOLLARS AND no/cents Dollars (\$ 41,900.00) as follows:

On or before the twentieth (20th) day of each month during the satisfactory progress of the work and provided General Contractor has received payment therefor, General Contractor will pay to Subcontractor ninety percent (90%) of the value of labor and materials incorporated into the project through the last day of the preceding month as estimated by the General Contractor and approved by the Architect, less the aggregate amount of previous payments, provided, however, that Subcontractor shall not be entitled to a payment which in the judgment of General Contractor, Owner, or Owner's Mortgage Lender will leave the unpaid balance insufficient to complete the furnishing of the labor and materials required to be furnished and done by Subcontractor hereunder and to pay unpaid amounts owed by Subcontractor to its suppliers of labor and material, and provided further that it at any time before final payment there should be reasonable apprehension of any unpaid obligation of Subcontractor for which a lien has been or could be claimed which could attach to or upon the premises upon which the project is being constructed or the building or work thereon, or on the unpaid balance under the General Contract or for which General Contractor and Owner, or either of them, might be directly or indirectly liable, General Contractor shall have the right to retain out of any monies due or to become due Subcontractor a sufficient amount to indemnify General Contractor and Owner, and each of them, against loss, liability, expenses and exposure in connection with such lien or claim of lien.

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ARTICLE 4: The Subcontractor hereby assumes and agrees to pay its sales, use, excise, and other taxes on the account of the sale of all tangible personal property required by or used in the performance and execution of this contract, and all taxes and charges levied or imposed by either the municipality, county, township, or the United States of America, on the completion paid by the said subcontractor or its employees in the performance and execution of this contract.

ARTICLE 5: The Subcontractor agrees to indemnify and save whole and hold harmless the General Contractor, the Architects, the Engineers and the Owner and each of them, against all claims, demands, judgments, losses and liabilities including costs and attorney's fees, arising or claimed to arise from, inure to, or result from, injury to, or death of persons and/or damage to property occasioned by or growing out of the execution or performance of Subcontractor's work hereunder and to defend at Subcontractor's expense with attorneys satisfactory to General Contractor all suits or actions brought against the General Contractor, the Architects, the Engineers and the Owner, or any of them, to recover such damages. Subcontractor's obligation to so indemnify shall exist even though the injuries or death or damage to property were caused or are claimed to have been caused solely or in part by the negligence or omissions of the General Contractor, Architects, Engineers and the Owner, or one or more of them, and even though General Contractor is not guilty or claimed to be guilty of any negligence or wrongful act and shall include, but is not limited to, an obligation to indemnify against liability arising or claimed to arise under the so-called Illinois Structural Work Act, the Federal Occupational Safety and Health Administration or any other applicable law, ordinance or statute.

If at any time during construction of work covered by this contract, Subcontractor, its agents or employees should, either with or without permission of General Contractor, use any tools, appliances, hoists, elevators, scaffolding, ladders, falsework, shoring, material or machinery which belongs to or are furnished by General Contractor, Subcontractor assumes full responsibility for any injury or death to person or damages to property which may result from or in connection with use of any such tools, appliances, materials or machinery by Subcontractor, its agents or employees and agrees to indemnify General Contractor, Owner and Architects against loss, liability, costs, expense and attorney's fees from such claims regardless of whether Subcontractor is guilty of or charged with any negligence, omission or wrongful act in connection with such injury or claim of injury.

Subcontractor further agrees that its obligations to so indemnify shall be to the extent permissible under the laws and statutes of the states where the work is to be performed.

To the extent that the aforesaid obligation of Subcontractor to so indemnify is prohibited by the laws and statutes of state where the work is to be performed then the obligation created under this paragraph shall but only to the extent of such prohibition, be null and void.

Subcontractor shall maintain insurance to protect it, General Contractor, Architects, Engineers and Owner, and each of them, from claims under Workmen's Compensation Acts, and also from any other claims for damages for property damage, personal injury, or death suffered by employees or persons other than employees, which may arise from operations under this contract, whether such operations be by Subcontractor, or any subcontractor, or employees, or anyone directly or indirectly employed by either of them, or acting as agents for either of them. Such insurance shall include a so-called contractual liability provision or endorsement insuring Subcontractor's indemnifying obligations under this agreement. Adequate certificates of insurance in companies and in amounts satisfactory to General Contractor, but not less than provided for in the Contract Documents, shall be filed with General Contractor, and upon failure to do so within thirty (30) days before required commencement of said work, the General Contractor shall have the option, but not the obligation, to provide such insurance and charge the cost of the policies thereto to the Subcontractor. Said Certificate of insurance shall further provide that said insurance policies will not be changed or cancelled during their terms until at least ten (10) days after notice in writing to General Contractor, and that said insurance runs in favor of General Contractor and/or Subcontractor as their interests may appear. Compliance by Subcontractor with the foregoing requirements as to carrying insurance and furnishing Certificates of insurance shall not relieve Subcontractor from its liability under this Article.

In respect to the public liability and property damage insurance which Subcontractor is obligated to provide by the foregoing provisions of Article 5 above, Subcontractor agrees to cause, at its sole expense, General Contractor, the Architects, the Engineers and the Owners, and each of them, to be named as additional insureds under said policy or policies of insurance.

ARTICLE 6: The General Contractor may stop the work whenever such stoppage may be necessary to insure proper execution of the contract.

ARTICLE 7: All provisions of this Contract shall apply to any changes, omissions or extra work hereunder in the same manner and to the same extent as to the work herein contracted for, and no changes, omissions or extra work shall annul or invalidate this Contract. General Contractor shall be under no obligation to pay Subcontractor for extra work or material unless said extra work or material shall have been ordered in writing by General Contractor. In the event extra work is so ordered by General Contractor, the price therefor shall be fixed by agreement between the parties. If the parties are unable to agree on such price, then the Subcontractor shall be paid therefor its actual direct costs for labor and material plus ten percent (10%) for Subcontractor's other expenses and profit.

ARTICLE 8: If the Subcontractor should be adjudged a bankrupt, or if a receiver should be appointed for it, or if it should become insolvent, or if it should persistently or repeatedly refuse to supply enough properly skilled workmen, supervisors, equipment, materials of proper quality hereunder, or if it should fail to make payments promptly to workmen, material houses or subcontractors, or persistently disregard the instructions of the General Contractor, or if Subcontractor shall fall behind in its portion of the entire job so as to prejudice General Contractor being able to finish the entire project at the time required, or abandon the work hereunder, or fail in the performance of any of the agreements herein contained, then General Contractor, may, after giving five (5) days notice in writing, provide any labor or materials reported hereunder and deduct the cost thereof from any money due or hereafter to become due to Subcontractor hereunder. The General Contractor shall also have the option to terminate the employment of Subcontractor hereunder and finish the work by whatever method it may deem expedient, and for this purpose to take possession of, and use Subcontractor's materials, tools and appliances without pay; and for this purpose, this agreement shall be construed as an assignment by Subcontractor to General Contractor of all such materials, tools and appliances. In the event of such termination of employment, Subcontractor shall not be entitled to receive any further payments under this contract until the entire project or building shall be wholly completed. At that time if the unpaid contract balance and amounts withheld hereunder shall exceed the expense incurred by the General Contractor in completing the furnishing of labor or materials and other things provided to be done by Subcontractor under this Contract, General Contractor shall pay the said excess amount to the Subcontractor. However, General Contractor shall be authorized to establish an adequate reserve to protect General Contractor and Owner during the period of guarantee required of Subcontractor, which reserve shall be reasonably determined by General Contractor based upon the nature of the work and the exposure of General Contractor. If the said expense of completion shall exceed said unpaid balance, including any amounts withheld from Subcontractor hereunder, Subcontractor hereby agrees to pay the amount of such excess to the General Contractor on demand by General Contractor. Nothing in this Article shall be construed as limiting the remedies of General Contractor to the provisions of this paragraph, and failure of General Contractor to avail itself of its rights under this Article shall not operate as a waiver of any rights obtaining under this Contract.

No progress payment made under this Contract shall be conclusive evidence of the performance of this Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials.

Neither the final certificate, nor payment, nor any provisions in the Contract Document shall relieve Subcontractor of responsibility for faulty materials or workmanship, and it shall promptly remedy any defects due thereto, and pay for any damage to other work resulting therefrom.

In case Subcontractor fails upon reasonable notice to replace defective materials or perform any work required hereunder, then General Contractor or Owner may finish such materials and/or labor as are necessary to bring the work up to the standard called for, and Subcontractor agrees to pay General Contractor or Owner promptly the sum expended in this behalf.

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Subcontractor shall not assign this Contract in whole or in part or any monies due or to become due hereunder without the previous written consent of General Contractor.

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If there are any injuries, deaths, claims, injuries or deaths, or alleged injuries or deaths, to persons or property unsettled when the work herein provided for is finished, final payment to Subcontractor shall be deferred until such claims are adjusted or suitable settlement mutually acceptable to General Contractor is provided by Subcontractor.

ARTICLE 9: Subcontractor shall indemnify, save harmless, and defend Owner, General Contractor, Architects, and each of them from and against all claims, judgments, and decrees, including the abandonment of patent rights arising from the installation of any machinery, appliances, or materials in the building or from the use of any patented processes, by himself or his Subcontractors, and he shall pay all costs and expenses, including attorney's fees, incurred by Owner, General Contractor, Architects, and each of them, in defense of suits for the infringement of patent rights or in proceedings for the enforcement of liens.

ARTICLE 10: Subcontractor shall comply with all codes, rules, ordinances, statutes, or regulations of all constituted authorities as they apply to the work and/or materials supplied hereunder and with all the requirements of any Building Department having jurisdiction of said work or materials. Subcontractor shall procure and pay for all necessary licenses, fees and permits, permanent or temporary, affecting all or any part of the work hereunder notwithstanding any contrary provisions in the General Contract or other Contract Documents. Subcontractor shall also give the proper authorities all requisite notices relating to the work, and save General Contractor, Architects, Engineers and Owner, and each of them, harmless from all annoyance, delays, or fines having reference to the work.

Subcontractor shall provide sufficient, safe, and proper facilities for the inspection of the work; take necessary field measurements, secure acceptance of necessary samples; furnish shop drawings and setting plans and working diagrams, when called for by Architects or General Contractor, and shall obtain Architect's approval on same without cost to General Contractor or to the Architects. The approval of said drawings will be general and will not mean that they have been checked for measurements of figures, and will in no way relieve the Subcontractor from the responsibility for the correction of figures, nor for taking the necessary measurements at the building, nor of proper fittings and construction of his work, nor from the necessity of furnishing material or labor required by the drawings and specifications which may not be indicated on the shop drawings when approved, all of the foregoing as may be required to make the work incident to this Agreement a complete and workable installation of its kind usable and satisfactory for the purpose intended.

Subcontractor has inspected the site and become fully acquainted with all conditions pertaining to the work hereunder, prior to signing this Contract. Execution of this Contract by Subcontractor shall constitute acceptance by Subcontractor of the conditions of the site and the job conditions pertaining to the work.

ARTICLE 11: Subcontractor agrees to cooperate with Contractor and other subcontractors with whose work that of Subcontractor may come in contact in order to avoid complications, delay to the progress of the work of Subcontractor or others, and to insure first class workmanship in every respect. In the manufacturing, assembling, erection, installation, and application of the work Subcontractor shall employ only men whose work will be acceptable to and in harmony with other workmen on the project.

Subcontractor agrees that if it shall delay progress of its work or any other work on the entire project, so as to cause any damage or penalty for which General Contractor shall become liable, it shall promptly, on demand reimburse General Contractor for any such amount.

Subcontractor shall promptly furnish such good, proper and sufficient materials, workmanship and labor of all kinds whatsoever, as shall be suitable for the finishing and completing of the work and to protect said materials and workmanship from damage by the elements or otherwise until completed; and will remove all improper materials and work when so directed by General Contractor or the Architects and substitute therefore such materials and work as, in the opinion of the Architects, are required by the drawings and specifications. It is further agreed that if the materials or work supplied by Subcontractor are not acceptable to Architect or Owner, General Contractor may terminate this contract by written notice thereof without any obligation on General Contractor's part to compensate Subcontractor for loss of profits or damages other than amount of any unpaid balance for work and material accepted and paid for by Owner.

Should any imperfect workmanship or material or other faults appear after the completion of the project, the Subcontractor shall amend and make good any such fault at its own expenses, and in case of default in so doing, General Contractor may do said work and recover from the Subcontractor the cost thereof.

ARTICLE 12: Subcontractor, at General Contractor's request, shall provide a Performance Bond and a Labor and Material Payment Bond equal to 100% of the Contract Price hereunder with a corporate surety acceptable to General Contractor. The premium for same shall be paid by General Contractor or Owner, unless otherwise provided.

ARTICLE 13: It is understood that Subcontractor's Contract Price hereunder is a firm price and that any increase in wages or material shall be borne by Subcontractor, and any savings thereon shall here to its benefit. In the event this Contract for any reason including but not limited to delays caused by General Contractor, cannot be completed by the scheduled completion date and Subcontractor is required to perform work beyond the time allotted because of delay in completion, General Contractor shall not be liable for any increase in cost of wages, material, services or any other damages incurred by Subcontractor during such period of delay. General Contractor has prepared, or may prepare, a progress schedule in reference to work under the Prime Contract. General Contractor does not represent or warrant to Subcontractor that work will be completed according to such progress schedule if the work is behind in the progress indicated by such progress schedule. Subcontractor shall not be entitled to any additional compensation or payment by reason of such delay, nor shall Subcontractor be relieved of its obligation to diligently prosecute its work.

ARTICLE 14: Subcontractor agrees to be bound by the provisions of the General Contract insofar as they pertain to the work to be done by Subcontractor hereunder and to perform in behalf of General Contractor each and all of General Contractor's obligations under the General Contract in reference to the work hereby subcontracted to Subcontractor. Any decision of Architect or Owner which is binding on General Contractor shall also be binding on Subcontractor.

ARTICLE 15: Notwithstanding anything to the contrary between Owner and General Contractor, General Contractor does not agree to and is not obligated to carry any insurance for the benefit of Subcontractor.

ARTICLE 16: Subcontractor will perform daily clean-up and prompt removal from site of all dirt and debris resulting from work performed under this contract. Subcontractor shall furnish and install all inserts, attachments and miscellaneous material, and shall perform all layout work and hoisting and provide all scaffolding required to perform the work under this Contract. Notwithstanding anything to the contrary in the Contract Documents or any of them, Subcontractor agrees to be and is fully responsible for its material, work or equipment installed or stored on job site or elsewhere until final acceptance thereof by Owner and Architect.

ARTICLE 17: General Contractor has contracted to complete the project \_\_\_\_\_

In accepting this Contract, Subcontractor agrees that he will perform his work so as to permit completion in accordance with the above schedule. In the event said work is not completed within the allotted time, Subcontractor agrees that he shall be liable to General Contractor for any penalty or damages that he may have caused by reason of his delaying the completion or progress of said work, or in the event that Subcontractor breaches any of the provisions of the Subcontract Agreement. Subcontractor shall reimburse General Contractor for all extra expenses, of every kind and nature, incurred or paid by General Contractor as a consequence of Subcontractor's breach of any provision of this Agreement.

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ARTICLE 19: If the General Contractor herein is used as a subcontractor for part of the work of the project, consent required or a right is granted herein to the General Contractor, such consent shall also be required of and such right shall also inure to the General Contractor of the project.

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ARTICLE 19: This agreement shall be subject to the requirements of the following additional articles.

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- #1 Please submit your Certificate of Insurance prior to commencing your work. Please see attached sample for limits required.
- #2 Payroll reports must be submitted to this office by the 25th of every month in triplicate for processing with the payment request.
- #3 The standard Chicago Title & Trust waivers should be submitted with your invoice by the 25th of every month upon notification from this office, with your supporting waivers.
- #4 Sub Contractor is responsible for removal of his debris and the cleaning of the area daily. There will be a charge back by Ace Construction if this is not performed.
- #5 Ace Construction is not responsible for tools left on the sight, they must be removed daily.
- #6 Please procure Performance Bond for contract price to the name of Ace Construction or 25% Letter of Credit for the amount of contract.

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R. ALLEN PAINTING & DECORATING

*R Allen*  
Subcontractor

Ace Construction Corporation  
General Contractor

By *[Signature]*  
Title

By *Michal M... pres.*  
Title

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# CERTIFICATE OF INSURANCE

# UNOFFICIAL COPY

SET TAB STOPS

ISSUE DATE (

8/14/86

**PRODUCER**

MGA Insurers, Inc.  
7012 W. North Avenue  
Chicago, IL 60635

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER	<b>A</b>	Illinois National Insurance Co.
COMPANY LETTER	<b>B</b>	
COMPANY LETTER	<b>C</b>	
COMPANY LETTER	<b>D</b>	
COMPANY LETTER	<b>E</b>	

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**INSURED**

Ace Construction Corporation  
7360 Central  
River Forest, IL 60305

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS OF DOLLARS	
					EACH OCCURRENCE	ANNUAL AGGREGATE
A	<b>GENERAL LIABILITY</b>	GL 500605	8/11/85	6/11/86	BOODY INJURY	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD PRODUCTS/COMPLETED OPERATIONS				BI & PD COMBINED	\$1,000,
	<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL INJURY	\$
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
A	<b>AUTOMOBILE LIABILITY</b>	BA 853516	6/11/85	6/11/86	BODILY INJURY (PER PERSON)	\$
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$ 500.
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input checked="" type="checkbox"/> GARAGE LIABILITY						
A	<b>EXCESS LIABILITY</b>	UL 684728	6/11/85	6/11/86	BI & PD COMBINED	\$2,000, \$2
A	<input checked="" type="checkbox"/> UMBRELLA FORM	WC 4772996	6/11/85	6/11/86	STATUTORY	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$ 500, (EACH ACCIDENT)	\$ 500, (DISEASE-POL)
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Job: 5700 W. Race St., Chicago, IL.

**CERTIFICATE HOLDER**

M.H. S. Redevelopment Corp.  
123 N. Jefferson  
Chicago, IL 60606

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Samuel E. [Signature]*

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EXHIBIT "B"

86509939

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2011/10

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9 3 3 9 date 9-1-29-86



*r. allen*  
painting & decorating, inc.

Invoice no.: 86-0000

your p.o. no.:

to: New Government Center  
100 North Dearborn Street  
Chicago, Illinois 60611

for labor and materials furnished on: 5700 McF. Pace  
Chicago, Illinois

PROPERTY OF

PROPERTY OF THE CITY OF CHICAGO

PROPERTY OF THE CITY OF CHICAGO

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86509989

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10/10/2008

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

VERIFICATION

The Affiant, Ray Allen, 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.

Ray Allen

Subscribed and Sworn to  
before me this 28th day  
of Oct, 1986.

Raymond Dearing  
Notary Public

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11/14/00

DEPARTMENT OF STATE  
OFFICE OF THE SECRETARY

Property of Cook County Clerk's Office

11/14/00



PROOF OF SERVICE BY MAIL

I, Jim Kozak Hodges, a non-attorney on oath, state that on this 16th day of October, 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: ACE CONSTRUCTION CO.-7360 Central Ave., River Forest, IL 60395, NEW PARTNERSHIP, INC.-123 N. Jefferson, Chicago, IL 60606, HARRIS TRUST & SAVINGS BANK-P.O. Box 755, Chicago, IL 60690 CITY OF CHICAGO DEPT. OF HOUSING, 318 South Michigan Avenue, Chicago, IL 60604 and NHS REDEVELOPMENT-123 North Jefferson, 4th Floor, Chicago, Illinois 60606, postage prepaid, by depositing same in the U.S. Mail Box located in Highland Park, Illinois before the hour of 5:00 p.m.

Jim Kozak Hodges

86509989

CODR COUNTY RECORDER

86509989 \* H # 8098

113333 TRNN 10/30/86 12:14:00

\$5.00

Subscribed and sworn to before me this 16th day of Oct, 1986.

Augusta Doering  
Notary Public

FILED  
OCT 20 1986  
CLERK OF COURT

86509989

6.00

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001110-001

EMALFARD & SWAN  
660 LA SALLE PLACE  
HIGHLAND PARK, IL 60035

DEPARTMENT OF CLERK'S OFFICE  
COUNTY CLERK  
JAN 1 1968