

# UNOFFICIAL COPY

8 6 3 5 7 86357290

After recording, return documents to:  
**MILLS & McMILLIN**  
715 Commercial St. N.E.  
Salem, OR 97301

IN THE COUNTY OF COOK, STATE OF ILLINOIS

In the Matter Of: )

MORROW CRANE CO., INC., )

Lien-claimant, )

v. )

WHALEN ERECTING COMPANY OF OHIO, )  
INC., and G & H STEEL SERVICE, )  
INC., )

Defendants. )

**NOTICE, CLAIM AND  
STATEMENT OF LIEN**

NO: \_\_\_\_\_

STATE OF OREGON )

) ss.

County of Marion )

Before the undersigned Notary Public for the State of Oregon appeared Michael Mills, who was duly sworn as to the following statement of lien:

I am the Attorney-in-Fact for lien claimant, Morrow Crane Co., Inc., P. O. Box 3306, Salem, Oregon 97302 (hereafter referred to as "Morrow"). In accordance with a contract between Morrow and Whalen Erecting Company of Ohio, Inc., 6738 E. Washington, Indianapolis, Indiana 46219, (as original contractor), and G & H Steel Service, Inc., 390 Reed Road, Broomall, PA 19008, Morrow did provide the following stated items to said Defendant and claims a lien against the improvement and the real property upon which said improvement is located, as is required for the convenient use and occupation of said improvement. A copy of said contract is attached hereto and incorporated herein by reference.

The description of the property upon which the improvement is located is:

10 S. La Salle Street, Chicago, Cook County, Illinois, and more specifically described as:

North 88' of Lot 4, Block 95, School Section Addition to Chicago of the West One-half and the Northeast One-fourth of Section 16-39-A. (Per Tax Index No. 17-16-203-010) *dm*

**THIS IS COMMERCIAL PROPERTY AND HAS NEVER BEEN THE HOMESTEAD OF DEFENDANTS, AND NONE OF DEFENDANTS OR MEMBERS OF THEIR FAMILY RESIDE UPON THE DESCRIBED PROPERTY.**

86357290

# UNOFFICIAL COPY

8 6 3 5 7 2 9 0

The items which were incorporated and used in the construction of the improvement and provided by Morrow Crane are:

A. Replacement parts for equipment, the reasonable and agreed value of which is \$1,359.97, of which \$ -0- has been paid, leaving a balance of \$1,359.97 after deduction of all credits and offsets due the Defendant(s). Morrow Crane claims a lien against the property described in the sum of \$1,359.97.

Morrow provided the items as set forth above on or about May 1, 1986, and provided the last of the items no later than approximately May 16, 1986. Construction of the improvement is not yet completed.

The owner or reputed owner of the described property is (are) FIDINAM (USA) INC., 2nd N. La Salle Street, Suite 1425, Chicago, Illinois, and defendant(s) and owner(s) at all times had knowledge of Morrow's items provided to the improvement.

In addition to the amount claimed as a lien stated above, Morrow Crane claims a lien in the amount of recording fees for this claim of lien.

The owner claiming an interest in the improvement and/or real property are: FIDINAM (USA) INC., 2nd N. La Salle, Street, Suite 1425, Chicago, Illinois. Required notice to owner of Morrow Crane's intent to claim a lien was sent certified mail, return receipt requested, Attention: Lydia Sobota, on August 8, 1986. Required notice was also sent to G & H Steel, Inc. at 390 Reed Road, Broomall, PA 19008, and to Whalen Erecting Company of Ohio, Inc., at 6738 E. Washington, Indianapolis, Indiana 46219 via certified mail, return receipt requested on August 7, 1986. Copies of said notice(s) and certified receipt is attached hereto and incorporated by reference.

I am authorized to make this notice, statement and claim of lien on behalf of Morrow Crane. I am personally aware of the facts as set forth herein and make this statement with knowledge of the penalty for perjury. This statement is true and correct to the best of my knowledge.

Dated this 14 day of August, 1986.

MORROW CRANE CO., INC.,  
an Oregon corporation.

  
By: Michael Mills, Attorney-in-Fact

On the above date, before me appeared Michael Mills, known to me to be the Attorney-in-Fact of lien claimant Morrow Crane Co., Inc., and subscribed and swore to the foregoing Notice, Claim and Statement of Lien.

  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 7-31-87

8 6 3 5 7 2 7 0

MILLS & McMILLIN

Attorneys At Law

715 Commercial St. N.E.

Salem, Oregon 97301

Telephone (503) 588-0556

MICHAEL MILLS  
CRAIG McMILLIN  
FRANK E. BOCCI JR.

August 7 1986

Certified Mail Return Receipt Requested

(P)

G & H STEEL SERVICE, INC.  
390 Reed Road  
Broomall, PA 19008

Re: Morrow Crane  
Project: 10 S. LaSalle Street, Chicago, Illinois

To Whom It May Concern:

Please be advised that Morrow Crane will file construction liens in the sum of \$5,379 as payment regarding the above-referenced project if payment is not received within ten days from the date of this letter.

If you have any questions, please either call the undersigned or Richard Martinez at Morrow Crane.

Sincerely,

*Michael Mills*

Michael Mills

MM:mo

T:8/17

Certified Mail No: P-003-678-641

86357290

PS Form 3800, Feb. 1982

U.S.G.P.O. 1984-448-014

Postmark or Date	Sent 8/7/86
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postage	\$
Certified Fee	XX
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	Sent 8/7/86
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$

RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

P 003 678 641

UNOFFICIAL COPY

8 6 3 5 7 2 9 0

LE COPY

MILLS & McMILLIN

Attorneys At Law

715 Commercial St. N.E.

Salem, Oregon 97301

Telephone (503) 583-0556

MICHAEL MILLS  
CRAIG McMILLIN  
FRANK E. BOCCI, JR.

August 7 1986

Certified Mail / Return Receipt Requested

WHALEN ERECTING COMPANY OF OHIO, INC.  
6738 E. Washington  
Indianapolis, Indiana 46219

(P)

Re: Morrow Crane  
Project: 10 S. LaSalle Street, Chicago, Illinois

To Whom It May Concern:

Please be advised that Morrow Crane will file construction liens in the sum of \$5,379 as payment regarding the above-referenced project if payment is not received within ten days from the date of this letter.

If you have any questions, please either call the undersigned or Richard Martinez at Morrow Crane.

Sincerely,

*Mike Mills*

Michael Mills *pe*

MM:mo  
T:8/17  
Certified Mail No: P-003-678-640

PS Form 3800, Feb. 1982

U.S.O.P.O. 1981-448-014

Sent to	WHALEN ERECTING
Shipping No.	Washington
PO, Rate and Zip Code	Indianapolis, Indiana 46219
Postage	\$
Certified Fee	XX
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	Sent: 8/7/86 10 day notice to pay or liens w/be filed

RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

86357290

P 003 678 640

# UNOFFICIAL COPY

8 6 3 5 7 2 9 0

## MILLS & McMILLIN

Attorneys At Law

715 Commercial St. N.E.

Salem, Oregon 97301

Telephone (503) 584-0556

MICHAEL MILLS  
CRAIG McMILLIN  
FRANK E. BOCCI, JR.

July 21, 1986

### Certified Mail / Return Receipt Requested

LYDIA SUBOTA  
Fidnam (USA, Inc.)  
2nd N. La Salle Street, Ste. 1425  
Chicago, Illinois 60602

Re: Morrow Crane  
Project: 10 S. LaSalle Street, Chicago, Illinois

### To Whom It May Concern:

Please be advised that Morrow Crane Will file construction liens in the sum of \$5,379 as payment regarding the above-referenced project if payment is not received within ten days from the date of this letter.

If you have any questions, please either call the undersigned or Richard Martinez at Morrow Crane.

Sincerely,

Michael Mills

MM:mo  
cc: Richard Martinez  
Certified Mail No: P-003-678-642

PS Form 3800, Feb. 1982

Recipient Name	LYDIA SUBOTA
Sender Name	Fidnam (USA, Inc.)
P.O. State and Zip Code	2nd N. La Salle St. Ste. 1425 Chicago, ILL 60602
Certified Fee	XX
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Payment or Date	Sent 8/8/86 10 day notice Liens w/be filed.

\* U.S.G.P.O. 1984-488-014

RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

P 003 678 642

86357290

# UNOFFICIAL COPY

**MORROW CRANE CO., INC.**  
 HEADQUARTERS: P.O. BOX 3306 • SALEM, OREGON 97302, USA  
 (503) 585-5721 • TELEX 360-864  
 MAR 06 1985  
 EXHIBIT A  
 Lease No. 88-03-02  
 Date March 4, 1985

## EQUIPMENT LEASE AGREEMENT

MORROW CRANE CO., INC., (hereinafter "Morrow") leases to:

Name: Whalen Erecting Company of Ohio, Inc. (hereinafter "Lessee")  
 CORPORATION     PARTNERSHIP     JOINT VENTURE     PROPRIETORSHIP

Mailing Address: 6738 East Washington, Indianapolis, Indiana 46219

Billing Address: \_\_\_\_\_

the following equipment:

One (1) Liebherr Tower Crane Model #281HC with initial free standing hook height of 149'3". Final hook height of 500', 104 feet jib radius, power cable and hoist wire rope to foundation. 108 H.P. hoist machinery. 3 support sets frames and 2 sets of climbing ladders also to include D-Section for inside climbing.

(hereinafter "equipment")

for use at the following designated location: 10 South LaSalle Street

City Chicago State Illinois County Cook

Rental Rate: \$ 12,200.00 per month, excluding all taxes, licenses and fees which are Lessee's responsibility. Lessee shall pay the rental on the first of each month in advance, without offset or counterclaim at Morrow's office as set forth above. First month's rent shall be paid upon acceptance of order. The rental rate is based on 180 hours of use per month. Lessee shall pay increased rental on a prorated hourly basis if the use is greater. Two percent per month or the highest legal rate of interest, whichever is less, will be due as additional rental on amounts outstanding over thirty (30) days.

Minimum Rental Period: Nine (9) months, based on 30 calendar days per month.

Designated Delivery Yard: Chicago, Illinois Designated Return Yard: Chicago, Illinois

~~Approximate Delivery Date: \_\_\_\_\_~~ Approximate Delivery Date: May 1, 1985  
(Fourteen (14) days advance written notice required)

Rental Shall Begin Upon the Initial Shipment of the equipment from designated delivery yard to Lessee, But Not Later Than the Minimum Rental Start Date Which is May 25 19 85, and Shall End Upon Return of All Equipment to Designated Return Yard, Haulage at Lessee's Cost and Risk.

Remarks: Morrow will freight crane to job site for \$3,500.00 lump sum. Return freight to Morrow's Chicago yard \$2,500 lump sum. Morrow will furnish anchor assemblies for \$4,400.00 Lessee to pay cost of structural engineering fees and permits. Hydraulic torque wrench supplied at no charge for erection. Morrow will furnish for three (3) days included travel, lodging and food, for \$1,000.00 lump sum for erection. The above rental rate includes second shift usage.

Not Binding on Morrow Unless Countersigned By Morrow Corporate Officer. Lessee Has Read All Terms of This Lease, Including Those Terms on Reverse Side, and Agrees to Said Terms in Their Entirety.

LESSEE  
WHALEN ERECTING COMPANY, INC.  
Company Name

By: Jack L. Jacobs  
Printed Name

By: [Signature]  
Signature

Date: March 5, 19 85

MORROW CRANE CO., INC.

By: [Signature]  
Mike Regal Lease Representative

By: [Signature]  
Corporate Officer

Date: 3/7, 19 85

46357290



# UNOFFICIAL COPY

## GENERAL TERMS OF THE LEASE

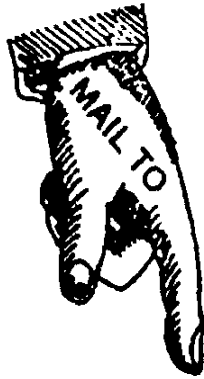
- Erection, Climbing and Dismantlement:** Lessee will load, freight, unload and discharge the equipment at its expense and risk. Morrow has the option of providing a serviceman for technical assistance during the erection, climbing or dismantlement and in the service of the equipment. Lessee shall pay Morrow's published rates for technical assistance and service calls so furnished by Morrow. Any costs related to delays not caused by Morrow shall be paid by Lessee in addition to the agreed lump sum amount.
- Operation, Maintenance and Repair, Return:** Lessee will employ at its own expense competent personnel to operate and maintain the equipment in strict accordance with the manufacturer's operation manuals (which Lessee agrees to return upon termination of lease) and loading specifications. Lessee will operate, service, maintain and repair the equipment at its own expense and keep it in good working order. Lessee shall immediately notify Morrow of the necessity for and the making by Lessee of any repairs to the equipment. Lessee shall not make any alteration or modification to the equipment without the prior written consent of Morrow. Morrow may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the equipment is located. Lessee shall return the equipment in the same condition as received, with components suitably assembled, without concrete splatter and with a useable hoist line on cranes. Morrow shall notify Lessee after the return of the equipment of any necessary repairs to the equipment and Lessee shall promptly make such repairs or shall reimburse Morrow for such repairs at Morrow's published rates.
- Warranty, Inspection:** Morrow warrants the equipment will be delivered in operating condition. This warranty is expressly conditioned upon Lessee inspecting the equipment and notifying Morrow in writing, within ten (10) days of the receipt of equipment, of any defects discovered. Morrow's sole responsibility under the above warranty shall be, at its option, to either repair or replace any component which is determined to not be in working order upon delivery of the equipment, and provided Lessee has reported same to Morrow in writing as required, and Morrow has, upon inspection, found such components to be defective. This warranty does not include the cost of labor for removal or replacement or any costs occasioned thereby. All replaced products or parts shall become Morrow's property. The above warranty is contingent upon proper use of the equipment and will not apply if adjustment, repair or parts replacement is required because of accident, neglect, misuse, improper handling, operation or maintenance, unusual physical stress or weather conditions.  
**MORROW IS NOT THE MANUFACTURER OF THE EQUIPMENT. MORROW EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, MATERIALS, OR OTHERWISE, EXCEPT AS SET FORTH IN THE LEASE AGREEMENT.**  
IN NO EVENT SHALL MORROW OR THE MANUFACTURER (OR ITS COMPONENT SUPPLIERS) OF THE EQUIPMENT BE LIABLE FOR ANY DELAY, WORK STOPPAGE, LOSS OF USE OF EQUIPMENT, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFIT, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM OR ATTRIBUTABLE TO DEFECTS IN THE EQUIPMENT OR SERVICING OF THE EQUIPMENT, NEGLIGENCE, BREACH OF WARRANTY, OR OTHERWISE, NOR FOR ANY DELAY OR LOSS OCCASIONED BY DELAY IN THE DELIVERY OF THE EQUIPMENT FOR ANY REASON WHATSOEVER.
- Indemnity, Damages:** Lessee shall be responsible for any and all loss of and/or damage to the equipment from any and every cause whatsoever during the term thereof. No loss of or damage to the equipment or any part thereof shall impair any obligation of this Lease, which shall continue in full force and effect. Lessee shall indemnify and hold Morrow harmless from any and all liability arising out of the possession, use, operation, maintenance, erection, dismantling, loading, unloading, delivery, return of the equipment and/or any other action or failure to act by the Lessee, its agents or employees, or for any other reason whatsoever.
- Insurance:** Lessee at its expense shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for the value of the equipment, and shall carry public liability insurance with limits of not less than \$5,000,000 for injury or death per occurrence and/or aggregate, and \$500,000 for property damage, deductible not to exceed \$10,000. All such insurance shall be in form and with companies satisfactory to Morrow. All such insurance policies shall name Morrow as Additional Insured. Lessee shall deliver to Morrow prior to shipment the policies of insurance or certificates thereof. All such policies shall be primary coverage and endorsed to provide that Morrow shall be given thirty (30) days prior written notice of the alteration or cancellation of any such policy. In the case of Lessee's failure to procure or maintain said insurance, Morrow shall have the right, but shall not be obligated, to effect such insurance. In that event, all monies spent by Morrow in effecting same shall be deemed additional rental, and shall be immediately paid by Lessee to Morrow. Lessee agrees to release Morrow from any claim which Lessee or insurance company may have against Morrow for any loss covered by this insurance.
- Default:** Lessee shall not use the equipment if Lessee is in default under this or any other lease/sale agreement with Morrow more than thirty (30) days on any payment for rental, service or parts and stipulates to an order for specific performance of this agreement, without limitation of Morrow's other remedies. Lessee shall pay any costs of collection, including attorneys' fees and expenses, for non-payment on all billings relating to this agreement, including fees and costs on appeal if taken. Should Lessee become the subject of a bankruptcy proceeding, or substantially violate any provision hereof, then Morrow may terminate this agreement, take possession of the equipment, and recover all monies due, damages for any injury to, and all expenses incurred in returning the equipment. For the purposes of any legal actions or proceedings brought by Morrow in respect of this lease agreement, Lessee irrevocably submits to the jurisdiction of the Courts of the State of Oregon and of the United States of America sitting in the State of Oregon.  
Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the equipment by Morrow in the event of a default hereunder by Lessee.
- Title:** Title to the equipment at all times shall remain in Morrow's name, and Lessee shall protect the title. Lessee shall pay all levies, attachments, liens, encumbrances, personal property tax (on a pro-rata monthly basis regardless of assessment rate) and other charges. If Morrow pays any such charges, they shall be added to rental payments and paid by Lessee. No assignment or subletting shall be made without Morrow's prior written consent. Lessee shall execute all security filings and documents as required by Morrow and post a payment or performance bond at Morrow's option.
- Cancellation:** If Lessee cancels this agreement, Lessee agrees to pay as liquidated damages a minimum of two (2) months' rental but not more than the minimum rental term plus costs and damages. Should Lessee delay taking delivery within thirty (30) days after the stated approximate delivery date, Morrow, at its option, may terminate this contract without liability.
- Technical Assistance:** The terms and conditions hereof shall apply to any technical assistance or service work performed by Morrow or parts supplied by Morrow.
- Payment Terms:** Any amounts which are due to Morrow under this agreement or have been advanced by Morrow on behalf of Lessee shall be deemed additional rental and are due immediately. Interest at two percent (2%) per month or the highest legal rate, whichever is less, will be due as additional rental on all invoice amounts outstanding over thirty (30) days.
- Entire Agreement:** All prior representations and proposals, if any, are superseded by this agreement which constitutes the entire and only agreement between the parties. Any changes must be in writing and signed by both parties. If this agreement becomes attached with Lessee's purchase order, all terms of the purchase order are hereby acknowledged to be deleted unless specifically agreed by addendum and signed by Morrow corporate officer.
- Applicable Laws:** If any provisions hereof conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions hereof. For the sole purpose of resolving any problem of conflict of laws with respect to filing or recording hereof, it is declared and agreed that this instrument shall be deemed to be executed, completed and effective when the equipment is received at the address at which it is to be located, and that questions of filing or recording shall be determined by the law of such place. In all other respects this agreement shall be governed by and construed according to the laws of the State of Oregon. This contract shall be binding upon the heirs, administrators, legal representatives and successors of Lessee. The paragraph captions provided herein are merely for convenience and shall not be construed to limit or otherwise modify terms hereof.

H6357290

UNOFFICIAL COPY

FILED

\$6.<sup>25</sup>  
MAIL



86-357290

Property of Cook County Clerk's Office

6229  
01357290

— 711 V • 06215598 • 7009 h 03-51-001

15 AUG 86 11: 59