

CONTRACT THAT NO LIEN OR CLAIM FOR LIEN MAY BE FILED OR MAINTAINED

It is hereby stipulated and agreed by and between the undersigned Contractor and the undersigned Owner that pursuant hereto and pursuant to the provisions of a contract between the undersigned of even date herewith (herein called the "Contract"), no mechanic's lien or claim for mechanic's lien may be filed or maintained by anyone, including the Contractor, materialmen, subcontractors or sub-subcontractors, and the Contractor does hereby fully and completely waive and release for the undersigned Contractor, and for all subcontractors and their respective subcontractors, including materialmen, any and all claims of, or right to, mechanic's lien or liens, under the statutes of the State of Illinois, against, or with respect to, the Owner and the premises described as follows:

PREIN: 16-18-227-001 to 012

Legal Description:

ADDRESS: 801 - 819 S. East Ave.
800 - 824 S. Clarence Ave.
601 - 621 Van Buren

ASCENSION, Oak Park

Oak Park

Lots 1 to 9, both inclusive, Lots 34 to 47, both inclusive and the vacared North-South alley adjoining Lots 1 to 9, both inclusive, and 39 to 47, both inclusive in Block 8 of the Merchant's Madison Street Addition, a Subdivision of Block 9 in Hutchinson & Rothermel's Subdivision of the West Half of Block 3 and Lots 1, 6, 7, 12 and 13 in The East Half of Block 2 and part of Block 3 in B. F. Jervis' Subdivision of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Also: The North 17 feet of Lot 26 and all of Lots 27 and 28 in Block 7 of the Chicago Herald Addition, a Subdivision of the West Half of Lot 4 in B. F. Jervis' Subdivision of Section 18, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

or any part thereof, or any improvement thereon, or with respect to the estate or interests of any person whatsoever in said premises or improvements, or any part thereof, or with respect to any material, fixtures, apparatus, or machinery, furnished or to be furnished to the said premises pursuant to said contract, or with respect to any moneys or other considerations which may be due at any time hereafter from the Owner to the Contractor, which claim of lien might be asserted by reason of the doing, making, or furnishing, heretofore or at any time hereafter, by the Contractor, materialmen, subcontractors or sub-subcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the above-described premises or improvements thereon.

Contractor further agrees that upon the completion of the performance of said contract the above-described premises and all improvements thereon shall be free and clear of any mechanic's liens, not only of the Contractor but also of any and all of the subcontractors, materialmen, laborers, or sub-subcontractors who may furnish any labor, material, services, fixtures, apparatus, machinery, improvements, repairs, or alterations, in connection with or to the above-described premises relating to or as part of the improvements referred to in said contract, whether such liens relate to the above-described premises or any moneys or other considerations which may be due at any time hereafter from the Owner to the Contractor, or from the Owner or the Contractor to any

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of the subcontractors, sub-subcontractors, or materialmen.

The Contractor further agrees that the effect of this waiver shall not be impaired, affected or diminished by the provisions of said contract relating to production, from time to time, of written waivers of lien, nor by any other provisions apparently inconsistent with this waiver.

The provisions hereof shall be binding upon the parties hereto, their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto caused this instrument to be duly executed this 10th day of August 1987.

OWNER:

THE CATHOLIC BISHOP OF CHICAGO,
a corporation/sole

By

[Signature]
Director, Administrative Services

CONTRACTOR:

Banner Contracting Co.
(Name of Contractor)

By

Title

ATTEST:

[Signature] Title V. P. Secy

* If grantors are individuals, complete the following:

State of _____ I, the undersigned, a Notary Public in and for the said County and County of _____ State aforesaid, do hereby certify that _____

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he/she/they signed, sealed and delivered this instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and NOTARIAL SEAL this _____ day of _____, 1987.

Notary Public

** If grantor is a Corporation or Trust, complete the following:

State of Illinois I, the undersigned, a Notary Public in and for the said County and County of Cook State aforesaid, do hereby certify that Victor Axelrod

(President) (Trust Officer) of the Banner Contracting Company and Laurin Axelrod Secretary of said corporation, personally

known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that he/she, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his/her free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

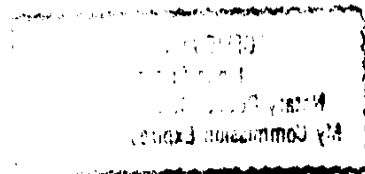
GIVEN under my hand and NOTARIAL SEAL this 30th day of July, 1987.



Linda Slater
Notary Public

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Property of Cook County Clerk's Office



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STATE OF ILLINOIS }
COUNTY OF COOK }

I, C. W. Roache, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John F. Philbin, Director, Financial Services for "The Catholic Bishop of Chicago" who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director, Financial Services for "The Catholic Bishop of Chicago" appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act and deed, personally and as such Director, Financial Services, as the free and voluntary act and deed of the Director, Financial Services for "The Catholic Bishop of Chicago", a corporation sole, for the uses and purposes therein set forth, and that the seal attached thereto is the seal of said corporation.

GIVEN under my hand and Notarial Seal this 24th day of August
A.D. 1987



Notary Public

My Commission Expires January 20, 1990

*MAILED TO
MR. C. W. ROACHE OF CHICAGO
ARCHDIOCESE OF CHICAGO ST.
155 E. SUPERIOR
CHICAGO ILL. 60611*

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COOK COUNTY RECORDER

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