

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

STATE OF ILLINOIS,

COUNTY OF Cook

SS.

87364514

The claimant, Windy City Exteriors, Inc.

of Chicago, County of Cook, State of Illinois

hereby files a claim for lien against Lemon Miner, Jr. (widower) thereinafter referred to as "owner", of Cook County, Illinois, and states:

That on May 13, 1987, the owner owned the following described land in the County of Cook, State of Illinois, to-wit: Lot 10 in Block 3 in Canterbury Gardens

Unit Number 1, being a Subdivision of Part of the North West 1/4 of Section 24, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 3109 Nottingham, Markham Cook County

Permanent Index Number: 28-24-103-010 CAO RD

That on May 13, 1987, the claimant made a contract with said owner

(1)

(2) to furnish labor and materials for improvements of above mentioned premises

for the building (3) being erected on said land for the sum of \$ 3,700.00

and on June 13, 1987, completed thereunder (4) Furnish & install soffit & fascia on entire home. Install new seamless aluminum gutters & downspouts, where old ones are. New steel garage door & tracking with supports. Remove all debris. No other work.

That at the special instance and request of said owner the claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of \$ 300.00 and completed same on June 15, 1987.

That said owner is entitled to credits on account thereof as follows, to-wit: None

leaving due, unpaid and owing to the claimant, after allowing all credits, the balance of Four Thousand and 00/100-----Dollars.

for which, with interest, the claimant claims a lien on said land and improvements.

This Instrument Was Prepared By:

Carolyn Peterson
4520 W. Lawrence Ave.
Chicago, Ill. 60630

Windy City Exteriors, Inc.

By *[Signature]*
President

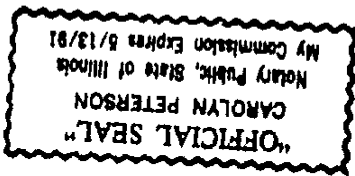
(1) If the contract made a claim for the value of the work done, it is not necessary to state the amount of the claim. If the contract is not a contract for the value of the work done, it is necessary to state the amount of the claim. (2) If the contract made a claim for the value of the work done, it is not necessary to state the amount of the claim. If the contract is not a contract for the value of the work done, it is necessary to state the amount of the claim. (3) If the contract made a claim for the value of the work done, it is not necessary to state the amount of the claim. If the contract is not a contract for the value of the work done, it is necessary to state the amount of the claim. (4) If the contract made a claim for the value of the work done, it is not necessary to state the amount of the claim. If the contract is not a contract for the value of the work done, it is necessary to state the amount of the claim.

Mail Return To: Mary Sowers, All Peoples' Gray
333 West Wacker Chicago, Ill 60606

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Property of Cook County Clerk's Office

82361514



Carolyn Peterson
Notary Public
day of June 24, 1987

Subscribed and sworn to before me this

the statements therein contained are true
the claimant that he has read the foregoing claim for him and knows the contents thereof and that all the

being first duly sworn, on oath deposes and says that he is the President of Windy City Extortors, Inc.

Jeffrey Schwartz

The affiant,

State of Illinois, County of Cook

1 SS

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LS LOGAN SQUARE ALUMINUM SUPPLY
 2470 N. MILWAUKEE AVENUE
 CHICAGO, ILLINOIS 60647 235-8661
 MANUFACTURER AND DISTRIBUTOR OF BUILDING PRODUCTS

JOB #	PRODUCTION #
LA-38510	

INVOICE → NO.: 15212
 DATE: 06/11/87

SOLD TO 371
 WINDY CITY EXTERIORS
 4520 W. LAWRENCE
 CHICAGO IL 60630

SHIP TO P.U. MICHAEL
 MINZER
 3109 NOTTINGHAM MARKHAM

RETURN THIS COPY WITH PAYMENT

DATE ORDERED	YOUR ORDER NO.	APPROVED BY	DATE SHIPPED	ROUTING	TERMS: NET 30 DAYS
06/08/87		PARB	06/11/87		DUE: 07/11/87

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		PLS. SEE ATTACHED ITEMIZED LIST		
			540.01	540.01
			87364514	

PLEASE INDICATE INVOICES BEING PAID WITH YOUR CHECK; OTHERWISE PAYMENTS ARE APPLIED AGAINST OLDEST OPEN INVOICE.

TERMS AND CONDITIONS OF SALES: The above merchandise is sold, delivered, accepted, and credit has been extended in strict reliance upon all the information herein contained. If materials are used at any address other than shown above, purchaser agrees to immediately notify the seller.

The above merchandise is sold and delivery accepted subject to the express stipulation that in the event legal action is instituted to enforce payment of the amount due, a reasonable amount will be added for attorney's fees and legal costs, as well as 6 per cent interest from the date the original amount was due.

NOTICE OF INTENTION TO FILE A MATERIAL LIEN: You are hereby notified that Logan Square Aluminum Supply intends to file a material lien and/or a labor and material lien for the above listed material and/or labor and material unless this invoice is paid as per terms.

ITEMIZED TOTAL	
SUB TOTAL	540.01
TAX	43.20
H. C. . . .	27.00
DELIVERY	
TOTAL →	610.21

UNOFFICIAL COPY

LS

LOGAN SQUARE ALUMINUM SUPPLY
 2470 N. MILWAUKEE AVENUE
 CHICAGO, ILLINOIS 60647 235-6661
 MANUFACTURER AND DISTRIBUTOR OF BUILDING PRODUCTS

JOB #	PRODUCTION #
LA-38639	

INVOICE

NO: **15958**
 DATE: 06/16/87

SOLD TO 371
 WINDY CITY EXTERIORS
 4520 W. LAWRENCE
 CHICAGO IL 60630

SHIP TO P. U. MICHAEL
 LEMON
 3109 NOTTINGHAM MARKHAM

RETURN THIS COPY WITH PAYMENT

DATE ORDERED	YOUR ORDER NO.	APPROVED BY	DATE SHIPPED	ROUTING	TERMS: NET 30 DAYS
06/13/87		BARB	06/16/87		DUE: 07/16/87

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		PLS. SEE ATTACHED ITEMIZED LIST		
			75.50	75.50

PLEASE INDICATE INVOICES BEING PAID WITH YOUR CHECK; OTHERWISE PAYMENTS ARE APPLIED AGAINST OLDEST OPEN INVOICE.

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ITEMIZED TOTAL	
SUB TOTAL	75.50
TAX	6.04
H. C.	3.78
DELIVERY	
TOTAL	85.32

Property of Cook County Clerk's Office

87364513

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LOGAN SQUARE ALUMINUM SUPPLY

2470 N. MILWAUKEE AVENUE

CHICAGO, ILLINOIS 60647

235-8861

MANUFACTURER AND DISTRIBUTOR OF BUILDING PRODUCTS

JOB #	PRODUCTION #
LN-26882	

INVOICE

NO.: **15960**
 DATE: 06/16/87

371
 SOLD TO WINDY CITY EXTERIORS
 4520 W. LAWRENCE
 CHICAGO IL 60630

SHIP TO P. U. MITCHELL
 LEMON
 3109 N NOTTINGHAM MARKHAM

RETURN THIS COPY WITH PAYMENT

DATE ORDERED	YOUR ORDER NO.	APPROVED BY	DATE SHIPPED	ROUTING	TERMS: NET 30 DAYS DUE: 07/16/87
06/12/87		TERRY	06/16/87		

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		PLS. SEE ATTACHED ITEMIZED LIST	54.72	54.72

PLEASE INDICATE INVOICES BEING PAID WITH YOUR CHECK; OTHERWISE PAYMENTS ARE APPLIED AGAINST OLDEST OPEN INVOICE.

TERMS AND CONDITIONS OF SALES: The above merchandise is sold, delivered, accepted, and credit has been extended in strict reliance upon all the information herein contained. If materials are used at any address other than shown above, purchaser agrees to immediately notify the seller.

The above merchandise is sold and delivery accepted subject to the express stipulation that in the event legal action is instituted to enforce payment of the amount due, a reasonable amount will be added for attorney's fees and legal costs, as well as 6 per cent interest from the date the original amount was due.

NOTICE OF INTENTION TO FILE A MATERIAL LIEN: You are hereby notified that Logan Square Aluminum Supply intends to file a material lien and/or a labor and material lien for the above listed material and/or labor and material unless this invoice is paid as per terms.

ITEMIZED TOTAL	
SUB TOTAL	54.72
TAX	4.38
H. C. . . .	2.74
DELIVERY	
TOTAL →	61.84

Property of Cook County Clerk's Office

87361511

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LOGAN SQUARE ALUMINUM SUPPLY

2470 N. MILWAUKEE AVENUE

CHICAGO, ILLINOIS 60647

235-8861

MANUFACTURER AND DISTRIBUTOR OF BUILDING PRODUCTS

JOB #	PRODUCTION #
LN-26868	

INVOICE

NO: 15954
 DATE: 06/16/87

SOLD TO: 371
 WINDY CITY EXTERIORS
 4520 W. LAWRENCE
 CHICAGO IL 60630

SHIP TO: P. U. MITCHELL
 MINER
 3109 NOTTINGHAM MARKHAM

RETURN THIS COPY WITH PAYMENT

DATE ORDERED	YOUR ORDER NO	APPROVED BY	DATE SHIPPED	ROUTING	TERMS: NET 30 DAYS
06/11/87		TERRY	06/16/87		DUE: 07/16/87

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
PLS. SEE ATTACHED ITEMIZED LIST				
			346.55	346.55

PLEASE INDICATE INVOICES BEING PAID WITH YOUR CHECK; OTHERWISE PAYMENTS ARE APPLIED AGAINST OLDEST OPEN INVOICE.

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NOTICE OF INTENTION TO FILE A MATERIAL LIEN: You are hereby notified that Logan Square Aluminum Supply intends to file a material lien and/or a labor and material lien for the above listed material and/or labor and material unless this invoice is paid as per terms.

ITEMIZED TOTAL	
SUB TOTAL	346.55
TAX	27.72
H. C. . . .	17.33
DELIVERY	
TOTAL →	391.60

Property of Cook County Clerk's Office

06/15/87

NOTICE OF RIGHT TO CANCEL (GENERAL)

UNOFFICIAL COPY

Consumer(s) Name(s) Lemon and Lula Miner 514
3109 Nottingham Markham Illinois 60428
(Address) (or Description of Property Used as Principal Dwelling) (Account Number)
 Identification of Transaction Home Improvement

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that will result in a (mortgage/lien/security interest) (on/in) your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is 5-14-87, or
- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the transaction, the (mortgage/lien/security interest) is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the (mortgage/lien/security interest) (on/in) your home has been cancelled and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address at right. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at

WINDY CITY EXTERIORS, INC.
(Name of Creditor)
4520 W. Lawrence Ave., Chicago, IL 60630
(Creditor's Business Address)

You may use any written statement that is signed and dated by you and states your intention to cancel, and or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 5-19-87 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Consumer's Signature _____ Date 5-14-87
 87364514

I/We Acknowledge Receipt of TWO (2) Copies of this NOTICE OF RIGHT TO CANCEL.

5-14-87
(Date)
5-14-87
(Date)

X Lemon Miner Jr
Consumer
X Lula Miner
Consumer



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7 5 3 1 4

COMPLETION CERTIFICATE

To: BORG-WARNER ACCEPTANCE CORPORATION

I (we) hereby certify that all goods subject to a Conditional Sales Contract, Chattel Mortgage, Lease, Installment Sale Agreement, Security Agreement, or other evidence of indebtedness, executed by the undersigned as purchaser, mortgagor, lessee or debtor, on 5-14-87 (herein called "Contract") have been furnished and installed and all work connected therewith has been satisfactorily completed as of the _____ day of _____, 19____, on premises owned, controlled, or occupied by the undersigned and located at _____

3109 Nottingham, Markham, Illinois 60426

The undersigned has read and understands the whole of the Contract (which superseded any and all prior agreements, writings or negotiations), and states that no representation, promise, or agreement, not expressed in the Contract has been made to induce the undersigned to enter into the Contract.

There have been no representations made by any party connected with the Contract or any third party, as to the reasonable value of any of the goods thereby acquired by the undersigned, or promises of expectant profits resulting from the operation of any business, which have been relied upon by the undersigned. The undersigned is relying upon his own judgement of such values after a personal inspection of the goods and personal investigation of the business prospects.

Purchaser: _____
(Mortgagor, Lessee, or Debtor) TYPE OR PRINT

Date: _____, 19____

Signature: [Handwritten Signature]

BW 93 (2/88)

Office of Cook County Clerk's Office

87369514

ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made May 13, 1987, between Lemon Miner Jr. (Widower) and Lula Miner herein referred to as MORTGAGORS, and Windy City Exteriors, Inc. herein referred to as MORTGAGEE, witnesseth:

THAT, WHEREAS, Mortgagors are justly indebted to Mortgagee upon the Retail Installment Sales Contract bearing date May 13, 1987, in and by which Contract the Mortgagors have agreed to pay the sum of Five Thousand Six Hundred Fifty-Four and 40/100 DOLLARS (\$5,654.40, payable in 60 monthly installments, each installment in the amount of \$ 94.24, beginning , 19 and with the final installment due and payable on , 19 .

NOW THEREFORE, the Mortgagors to secure the payment of said sum of money in accordance with the terms, provisions and limitations of the Retail Installment Sales Contract, and the performance of the covenants and agreements herein contained in this Mortgage do by these presents CONVEY and WARRANT unto the Mortgagee, the Mortgagee's successors and assigns, the following described Real Estate, to wit:

Lot 10 in Block 3 in Canterbury Gardens unit Number 1, being a Subdivision of part of the North West 1/4 of Section 24, township 36 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

Commonly Known As: 3109 Nottingham, Markham, Il Cook County

Permanent Index Number: 28-24-103-010

TOGETHER with all improvements, tenements, appurtenances, fixtures, and appurtenances now or hereafter erected thereon, all of which are declared to be part of the real estate whether physically attached thereto or not.

TO HAVE AND TO HOLD the property with all improvements, tenements, appurtenances, fixtures, and appurtenances thereto belonging for the use herein set forth free from all rights and benefits under the Homestead Exemption Laws for the State of Illinois, which rights and benefits the Mortgagor does hereby release and waive.

Mortgagor COVENANTS and WARRANTS to Mortgagee and to Mortgagee's successors and assigns:

1. Mortgagor shall pay the indebtedness owing as provided for in the Retail Installment Sales Contract referred to above, and which is incorporated herein by reference and made a part hereof.
2. Mortgagors shall pay before any penalty attaches all general taxes, special assessments, all special taxes, water charges, sewer services charges, and other charges against the premises when due.
3. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on property which may become damaged or be destroyed; (2) Keep said property in good condition and repair without waste; (3) comply with all requirements of law or municipal ordinances with respect to the property and the use thereof; (6) make no material alterations in said property except as required by law or municipal ordinance.

87361511

RETAIL INSTALLMENT CONTRACT—HOME IMPROVEMENT

UNOFFICIAL COPY

NATIONAL BANK OF CHICAGO
 530 N. LAUREL AVENUE
 CHICAGO, ILLINOIS 60611
 (Assigned)

545-4600
 60630

Buyer LEON MINER JR 3109 NORTH WILSON MADEIRA IL
 Address City State Zip
 Buyer CULA MINER 339 3430
 Address City State Zip
 Guarantor _____
 Address City State Zip

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE	ITEMIZATION OF AMOUNT FINANCED
The cost of your credit as a yearly rate <u>17.50</u>	The dollar amount the credit will cost you <u>\$454.40</u>	The amount of credit provided to you or on your behalf <u>\$3700.00</u>	The amount you will have paid after all payments made as scheduled <u>\$5254.40</u>	The total cost of your purchase on credit including your down payment <u>\$5254.40</u>	Cash Price \$ <u>3700</u> Less Cash Down Payment \$ <u>0</u> On Date of Contract \$ <u>0</u> On Delivery of Materials \$ <u>0</u> On Completion \$ <u>3700</u> Trade-ins \$ <u>0</u> Total Down Payments \$ <u>0</u> Amounts Paid on Your Account Credit Sale \$ <u>5700</u> Balance \$ <u>0</u>
Your payment schedule will be					
No. of Payments <u>60</u>	Amount of Payments <u>\$94.24</u>	When Payments are Due monthly beginning thirty days after disturbance date			
SECURITY You are giving a security interest in the goods being purchased and right of set off against any moneys, credits or other property of yours in the possession of the assignee on deposit or otherwise <input type="checkbox"/> Trust Deed mortgage on Real property at above address <input type="checkbox"/> Other _____					
LATE CHARGE If payment is 15 days late you will be charged \$5.00 or 5% of the payment, whichever is less. PREPAYMENT If you pay off early you will not have to pay a penalty if you pay off early you may be entitled to a refund of part of the finance charge, but you will be assessed a \$12.00 acquisition fee for prepayment in full. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.					

The seller hereby sells, and the buyer (meaning all undersigned buyers, jointly and severally) hereby purchases, subject to the terms set forth below and upon the reverse side hereof, the following described goods and services, which are to be furnished or used in the modernization, rehabilitation, repair, alteration or improvement of the real property located at the buyer's address given above or at
3109 NORTH WILSON, MADEIRA, ILLINOIS 60426

- Description of Good and service:
- (1) REPAIRS TO EXISTING HOME WORK TO BE DONE
 - (2) FURNISH & INSTALL NEW SUMMER AVENUE PATIO + FENCE
 - (3) NEW STAIR CASES + TRIMMING WITH
 - (4) REMOVE ALL WASTE
 - (5) NO OTHER WORK

PREPAYMENT Full or partial prepayment can be made at any time. In the event of prepayment of the contract in full at any time before maturity of the final installment, Buyer may receive a rebate of unearned finance charge computed on the Actuarial Method after first deducting an acquisition cost of \$12.

ACCELERATION Buyer agrees that (1) if Buyer shall default in the payment of any installment due hereunder or any other indebtedness due hereon, or (2) Buyer shall fail to perform any agreement or warranty made by Buyer herein or in any additional document securing this contract, or (3) if the goods shall be lost, stolen, substantially damaged, destroyed, sold, encumbered, removed, concealed, attached or lived upon, or (4) if the goods shall be seized or forfeited, or (5) if proceeding under any bankruptcy or insolvency statute shall be instituted by or against Buyer or Buyer's business or property, or Buyer shall make an assignment for benefit of creditors, or (6) if Buyer shall die or be adjudged incompetent, or (7) if holder shall, for reasonable cause, deem itself insecure, or if Buyer shall abandon or destroy the goods, or if holder has reasonable cause to believe that Buyer is about to leave the State, the holder may declare the unpaid principal balance due hereunder, including all accrued interest and charges and all other indebtedness secured hereby immediately due and payable, without notice or demand.

DELINQUENCY CHARGES Buyer agrees to pay a delinquency charge on each installment in default for a period of not less than 15 days in an amount of 5% of the installment or \$5.00, whichever is less. In addition, Buyer agrees to pay reasonable attorneys' fees, incurred by seller or holder in the collection or enforcement of the debt.

BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS RETAIL INSTALLMENT CONTRACT AND BE INCORPORATED HEREIN.

NOTICE TO BUYER 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

NOTICE ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Buyer acknowledges receipt of a fully completed copy of this contract executed by both Seller and Buyer Guarantor, if any, acknowledges receipt of completed copies of this contract and of Explanation of Guarantor's obligation.

Date MAY 13 1987
 Seller [Signature]
 Buyer Leon Miner Jr
 Buyer _____
 Buyer _____

Guarantor _____
 I hereby guarantee the collection of the above described amount upon failure of the seller named herein to collect said amount from the buyer named herein.

UNOFFICIAL COPY

-87-364514

Property of Cook County Clerk's Office

9/11
2/18/06

99001

DEPT-02 FILING 117.00
THRU 0710 07/07/07 11:00:00
#2274 # 12 - 07-07-07 11:00:00
COOK COUNTY RECORDS

Return by mail to
Mary H Sawers, Alzheimer's Gray
333 West Wacker
Chicago, Illinois 60606