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MECHANIC'S LIEN: NOTICE & CLAIM

88195315

STATE OF ILLINOIS

COUNTY OF Cook

The claimant, Pick-A-Tool of Chicago
County of Cook, State of Illinois, hereby files notice
and claim for lien against American International
contractor of Glenwood, County of Cook
State of Illinois, and Victor Martello

(hereinafter referred to as "owner") of Chicago-Heights
County of Cook, State of Illinois and
states: That on June 29 19 88, the owner owned the following
described land in the County of Cook, State of Illinois to
wit: (STREET ADDRESS) 19309 S. Halsted, Chicago, Illinois; A/K/A:
West 290 feet of the North 267 feet in the West 1/2 of the Northwest 1/4
of Section 9, Township 35 North, Range 14 East of the Third PM

A/K/A: Tax # 32-09-101-022

American International and
was owner's contractor for
the improvement thereof. That on June 29 19 88, said contract-
or made a subcontract with the claimant to provide equipment
for and in said improvement, and that on July
5 19 88, the claimant completed chereunder all that was required
to be done by said contract. That at the special instance and re-
quest of said contractor the claimant furnished extra and additional
materials at and extra and additional labor on said premises of the
value of \$ NONE, and completed same on _____ 19 ____.
That said contractor is entitled to credits of account thereof as
follows: NONE, leaving
due unpaid and owing to the claimant, after allowing all credits, the
sum of Three Hundred Eighty-eight Dollars & 05/100ths (\$388.05)
Dollars, for which, with interest, the claimant claims a lien on said
land and improvements, and on the moneys or other considerations due or
to become due from the owner under said contract against said contractor
and owner.

PREPARED BY: Pick-A-Tool
12022 S. Halsted
Chicago, Illinois 60628

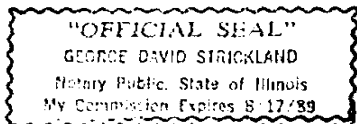
PICK- A-TOOL

BY [Signature]

STATE OF ILLINOIS
COUNTY OF COOK

PJ The affiant, Dave Peterson, being first duly
sworn, on oath deposes and says that he is agent for Pick-A-Tool
the claimant that he has read the foregoing notice
and claim for lien and knows the contents thereof, and that all the state-
ments therein contained are true.

Subscribed and sworn to before me this Twenty-ninth day of September
19 88.



George David Strickland
NOTARY PUBLIC

88195315

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8861 10 100

PLEASE SEND TO:
PICK A TOOL
12022 S. Halsted
Chicago, Illinois 60628



Property of Cook County Clerk's Office

. DEPT-02 \$7.25
. T#3333 TRAN 5915 10/27/88 15:49:00
. #4391 + C * -88-496345
. COOK COUNTY RECORDER

87.00
FILING
MAILING

88496345

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FOURTH: Grantor hereby acknowledges that it has been advised of its rights

(d) The Grantor's premises will promptly be restored by Sanitary District to its original condition as before the commencement of construction at the expense of the Sanitary District.

(c) The Temporary Easement shall expire October 1, 1991.

(b) The Grantor and its successors, assigns, and beneficiaries, may construct a building or buildings or other structures or improvements upon said Permanent Easement, subject to the approval of the Chief Engineer of the Sanitary District.

(a) The Grantor may use the surface of said real estate, it being understood, however, that such use shall not in any manner interfere with or damage the pipelines and that the Sanitary District shall have the right of access to said real estate at all times across the Permanent Easement described herein, for the purpose of the reconstruction, repair, maintenance or operation of the pipelines.

THIRD: After the pipelines have been constructed:

The rights and obligations of Grantor and Sanitary District, respectively hereunder shall inure to the benefit of and be binding upon their respective successors and assigns, and all terms, conditions, and covenants herein shall be construed as covenants, running with the land.

SECOND: Sanitary District expressly assumes all responsibility for, and shall save and keep harmless the Grantor against any loss, damage, cost or expense which it may suffer, incur or sustain, or for which it might become liable growing out of any injury to or death of person(s), or damage to property, arising out of or caused in the performance of any work done by or under the authority of the Sanitary District by virtue of the rights granted herein. In the event of the bringing of any action, suit or suits, against Grantor growing out of any such loss, damage, cost or expense, and as a prerequisite to any recovery therefrom the Sanitary District, the Sanitary District shall be entitled to assume the defense thereof. Sanitary District shall save and keep harmless Grantor from any claims for mechanics' liens by reason of any construction work, repairs, replacements, or other work, or for any improvements made or placed upon or to the Easement, or either thereof, by the Sanitary District.

FIRST: Said part of the pipelines shall be constructed by the open cut and jacking method of construction under and through the Permanent Easement premises, at the sole expense of the Sanitary District, either of reinforced concrete pipe or other materials that the Chief Engineer of the Sanitary District deems advisable, and in accordance with the specifications and plans prepared by the Chief Engineer of the Sanitary District.

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- 3 -

under the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) by the Sanitary District or is otherwise familiar with same; that the transaction embodied in this document is subject to said P.L. 91-646; and that notwithstanding the rights afforded it thereunder, does hereby knowingly and intentionally waive and relinquish any and all rights which it may have thereunder and acknowledges that the consideration paid to it for the easement aforesaid is fair and reasonable.

IN WITNESS WHEREOF:

THE Grantor has executed this instrument consisting of 6 pages, including the inserted pages 2A, 3B, Exhibit 3A and this page, to be executed in quadruplicate by its _____ President, and attested by its _____ Secretary and its corporate seal hereunto affixed on the day and date first written above.

NORTHERN ILLINOIS GAS COMPANY,
an Illinois corporation

By Russell A. Sault
Senior Vice President

ATTEST:

J. Smith Jr.
Assistant Secretary

88196343

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PARCEL 3A - PERMANENT EASEMENT

That part of the Northern Illinois Gas Company property Northwest of and adjacent to the Metropolitan Sanitary District of Greater Chicago's Sludge Rail Line Property in the Southeast Quarter of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at a point on the West line of the Southeast Quarter of Section 6, aforesaid which is 219 feet North of the Southwest corner thereof; thence East along a line parallel to the South line of said Southeast Quarter, 690 feet for a point of beginning; thence Northeasterly along a line forming an angle of 40 degrees to the left of the prolongation of the last described course, 170 feet; thence Northeasterly along a line forming an angle of 13 degrees to the right of the prolongation of the last described course, 240 feet; thence Northeasterly, 130 feet along a line forming an angle of approximately 15 degrees to the right of the prolongation of the last described course, to the Southeasterly property line of the aforementioned Northern Illinois Gas Company property; thence Southwesterly along said Southeasterly property line, being 40 feet Normally distant Northwesterly of the center line of the Metropolitan Sanitary District of Greater Chicago's Sludge Rail Line Track, to the Southeast corner of the aforementioned Northern Illinois Gas Company property; thence West, 15 feet to the point of beginning.

All as shown on a plat marked Exhibit 3A, attached hereto and made a part hereof.

19-06-402-300

name Ridgeland Ave & 47th St as indicated

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PARCEL 3AA - TEMPORARY EASEMENT

That part of the Northern Illinois Gas Company property Northwest of and adjacent to the Metropolitan Sanitary District of Greater Chicago's Sludge Rail Line Property in the Southeast Quarter of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, lying Easterly of the following described line:

Commencing at a point on the West line of the Southeast Quarter of Section 6 aforesaid, which is 219 feet North of the Southwest corner thereof; thence East along a line parallel to the South line of said Southeast Quarter, 673 feet for a point of beginning; thence Northeasterly along a line forming an angle of 40 degrees to the left of the prolongation of the last described course, 155 feet; thence Northerly along a line forming an angle of 62 degrees to the left of the prolongation of the last described course, 100 feet, more or less, to the Northern property line.

All as shown on a plat marked Exhibit 3A, attached hereto and made a part hereof.

Property of Cook County Clerk's Office

88496343

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Corporation Jurat


STATE OF ILLINOIS)

) ss

COUNTY OF DU PAGE)

I, Robert H. TANNENBAUM, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that RUSSELL A. SAULT, Senior Vice President, and J. D. Smith JR, Assistant Secretary of the Northern Illinois Gas Company, an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such Senior Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said Northern Illinois Gas Company, for the uses and purposes therein set forth, and caused the corporate seal of this Company to be thereto attached.

GIVEN under my hand and Notarial Seal this 20 day of SEPT, A.D., 1988


Notary Public

My Commission Expires:

Nov 14, A.D., 1989

58196313

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THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND

NORTHERN ILLINOIS GAS CO.

GRANTOR(S)

EAST AVE.



Property of Cook County Clerk's Office

30
WICKERSON SUBDIVISION

Temporary Easement
Parcel 37A
N. 78° 01' 15" E.
358.07'

Permanent Easement
Parcel 37A
N. 78° 01' 15" E.
358.07'

31
West Line of Southeast 1/4
of Sec. 6-38-13
32.13'
169.79'
219'

Radius 674.7'
Arc = 515.65'

100'
64°
170'
155'
15.0'
South Line of the East 1/2 of the Southeast 1/4 of Sec. 6-38-13

NEGOTIATOR
PTS
DRAWN BY
DATE
4-1-1988

PROJECT
CONTRACT
PUMPS AND SLUDGE PIPELINES
STICKNEY WRP TO LASMA
87-138-25

Not to Scale
EXHIBIT "3A"

88198843

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Grantor: Northern Illinois Gas

R.O.W. File # 3

APPROVED FOR: Pumps and Sludge Pipelines, Stickney U.R.P. to LASMA
Contract 87-138-2

THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

AS TO ENGINEERING:

(Handwritten mark)

(Signature)

Engineer of Field Services

RBR *(Signature)*

Engineer of Sewer Design

(Signature)

Assistant Chief Engineer

(Signature)

Chief Engineer

AS TO FORM AND LEGALITY:

PROPERTY CLERK'S OFFICE
842944-08
08/13/88

N/A

Real Estate Administrator

(Signature) 9-23-88

Head Assistant Attorney

(Signature) 9-27-88

Attorney

APPROVED:

(Signature)

General Superintendent

88495313

88495313

(Handwritten initials)