

# UNOFFICIAL COPY

LAW OFFICES

WILK & WALLER

SUITE 407

77 WEST WASHINGTON

CHICAGO, ILLINOIS 60602

WAYNE M. WALLER  
LAWRENCE A. WILK

JAMES D. BOGHA

December 29, 1988

AREA CODE 312  
TELEPHONE 293-4050

(Certified Mail-Return Receipt Requested  
and Regular Mail)

Mr. Robert D. Ness  
Logan Square Building  
Material Supplies Co.  
2457 North Milwaukee Avenue  
Chicago, Illinois 60647

Dear Mr. Ness:

Re: Subcontractor's Notice and  
Claim for Lien  
6124 North St. Louis  
Chicago, Illinois 60645

This office has been retained by Stuart N. Berger and Marilyn R. Berger, pursuant to the referenced matter, for property legally described as:

LOTS 12 AND 13 IN BLOCK 4 IN OLIVER S. LINGER AND COMPANY'S THIRD KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (PIN: 13-02-208-031 AND 032)

The purpose of this letter is to give notice, pursuant to Illinois Revised Statutes, Chapter 82, Section 34, that my clients are making formal demand upon Logan Square Building Material Supplies Co. to proceed to foreclose on the Subcontractor's Notice and Claim for Lien filed with the Cook County Recorder of Deeds under Document No. 88-546477 within thirty (30) days from the receipt of this letter. FAILURE TO PROCEED WITHIN THE STATED TIME WILL RESULT IN A FORFEITURE AND RELEASE OF THE SAID LIEN.

My clients are ready, willing, and able to defend this action at that time on the basis of the Waiver of Lien To Date signed September 16, 1988, by Randy Tapper, President, Cost Remodeling, Inc. (a copy of said Waiver is attached hereto and specifically made a part hereof) and on the basis of Illinois

88-500035

RECEIVED  
JAN 11 1989  
COST REMODELING, INC.

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EX-100

Property of Cook County Clerk's Office

WILK & WALLER  
ATTORNEYS AT LAW  
77 WEST WASHINGTON  
SUITE 407  
CHICAGO, ILL. 60602

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Mr. Robert D. Ness  
Page 2  
December 29, 1988

Revised Statutes, Chapter 82, Section 5, payment in full was made to the general contractor prior to notice of your involvement, breach of contract, and breach of warranties. You should be pursuing Randy Tapper, Cost Remodeling, Inc., for the payment of your claim.

Any action on the part of Logan Square Building Material Supplies Co. would no doubt result in a Counterclaim or an appropriate Third Party Complaint for damages for the above-mentioned breaches. It is the position of my clients that the work contracted for was never completed and that the portion that was completed was not done in a professional and workmanlike manner in that it required the expenditure of my clients' time, energies, and finances to correct.

It is the intention of my clients to vigorously defend this matter. It is their hope that Logan Square Building Material Supplies Co. will not pursue the foreclosure of the Lien with result of it being released.

My clients feel they have been victimized, rather than Logan Square Building Material Supplies Co., and feel that no monies are due Logan Square Building Material Supplies Co. in that Mr. and Mrs. Berger were not aware of your company's involvement when they paid Mr. Randy Tapper of Cost Remodeling, Inc., on September 16, 1988.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,

WILK & WALLER

Wayne M. Waller

WMW:kes

Enclosure

cc: Mr. Randy Tapper  
President  
Cost Remodeling, Inc.  
2332 North Damen Avenue  
Chicago, Illinois 60647

Mr. and Mrs. Stuart N. Berger  
6124 North St. Louis  
Chicago, Illinois 60645

Mr. Jens A. Jensen  
Vice President  
Liberty Federal Savings  
and Loan Association of Chicago  
5700 North Lincoln Avenue  
Chicago, Illinois 60659

RECEIVED  
LIBERTY FEDERAL SAVINGS  
AND LOAN ASSOCIATION OF CHICAGO  
5700 NORTH LINCOLN AVENUE  
CHICAGO, ILLINOIS 60659

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ATTORNEYS AT LAW  
WASHINGTON  
E 407  
ILL. 60602

# WAIVER OF LIEN TO DATE

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STATE OF ILLINOIS } SS  
COUNTY OF \_\_\_\_\_

City \_\_\_\_\_

Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Stuart and Marilyn Berger

to furnish carpentry, labor and materials, and air conditioning

for the premises known as 6124 N. St. Louis

of which Stuart and Marilyn Berger is the owner.

THE undersigned, for and in consideration of ten thousand dollars  
(\$ 10,000.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises.

Given under my hand and seal on this 16th day of September, 1988.

Signature and Seal: \_\_\_\_\_

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS } SS  
COUNTY OF \_\_\_\_\_

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Randy Cooper, President  
of the corporation, Cost Remodeling

who is the contractor for the carpentry work and air conditioning work on the building located at 6124 N. St. Louis owned by Stuart and Marilyn Berger

That the total amount of the contract including extras is \$ 72,000.00 on which he has received payment of \$ 54,000.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Cost Remodeling	Labor				
Steelcraft	materials	72,000.00	54,000.00	10,000.00	8,000.00
Air conditioning					
TOTAL LABOR AND MATERIAL TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 16th day of September, 1988.

Signature: \_\_\_\_\_

Subscribed and sworn to before me this 16th

"OFFICIAL SEAL"  
JERRY O. ERWIN  
Notary Public - Cook County, Illinois  
My Commission Expires July 18, 1991

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Property of Cook County Clerk's Office

DEF-02 FILING 913.25  
142222 TRAN 9745 12/20/00 10130100  
48817 P \*88-600535  
COOK COUNTY RECORDER

88600535

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