#### NOTICE AND CLAIM FOR MECHANIC'S LIEN

89114124

STATE OF ILLINOIS

SS.

COUNTY OF Cook

IN THE OFFICE OF THE RECORDER OF DEEDS OF Cook COUNTY

DOETSCH BROS. CO.,

Claimant,

MAR CONSTRUCTION, LA SALLE NATIONAL BANK, as Trustee under Trust #31679-09 dated 9/20/76,

Defendants.

"NOTICE TO OWNER

Do not pay the contractor for this work or material unless you have received from the Contractor a waiver of lien by, or other satisfactory evidence of payment to, the Subcontractor or Materialman."

NOTICE & CLAIM FOR LIEN IN AMOUNT OF

\$21,778.50

The claimant, DOETSCH BROS CO., of 35 E. Palatine Rd., Prospect Heights, IL 60070, County of Cook, State of Illinois, being an earth moving contractor for the construction project on the real estate described below, hereby files a Notice and Claim for Lien against MAR CONSTRUCTION being the General Contractor for said construction project located at 105 N. Yates Lane, Mt. Prospect, IL, and LA SALLE NATIONAL BANK, as Trustee under Trust #31679-09 dated 9/20/76, hereinafter referred to as "Owner", located at 135 S. LaSalle St., Chicago, IL and said last named person is the Owner for the construction project being constructed on the real estate commonly known as Willow Ridge Estates, Glenview, IL in the county of Cook, State of Illinois.

This document prepared by EMALFARB, SWAN & BAIN 660 La Salle Place Highland Park, IL 60035 (312) 432-6900

Permanent Index No.



#### NOTICE AND CLAIN FOR HECHANIC'S LIEN

STATE OF BUILDING

SOUNTY OF COOK

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"NOTICE TO OWNER

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NOTICE & CLAIM FOR LIEN

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This document prepared by favous and, SWAN 5 GAIN 560 / 8 Salte Place

inghland Park, IL 60035 (212) 622-6909

Permanent Index No.

estates

That, on the March 21, 1988, said LA SALLE NATIONAL BANK, as Trustee under Trust #31679-09 dated 9/20/76 was the Owner of record of the following described land in the County of Cook, State of Illinois, to-wit:

#### See Attached

and MAR CONSTRUCTION was authorized and knowingly permitted by the Owner to construct the improvement thereof.

That on March 21, 1988, said MAR CONSTRUCTION made a written contract with Claimant DOETSCH BROS. CO. to furnish labor and materials for earth moving and excavating, a copy of said written contract is attached hereto as Exhibit "A" for and in said improvement, and that, on the Claimant DOETSCH BROS. CO. completed thereunder all required to be done by said contract.

That the Claimant alleges upon information and belief that a sworn statement has been submitted to the Owner, or its agent, by MAR CONSTRUCTION being the above described General Contractor, and that said sworn statement is in writing and cortains the names of persons furnishing materials and labor for and in said improvement, and that the Claimant's name and correct amount due Claimant for the work described above has been included in this sworn statement.

That at the special instance and request of said MAR CONSTRUCTION the Claimant DOETSCH BROS. CO. furnished extra and additional materials at and extra and additional labor on said premises of the value of \$6,293.50 as fully set forth in an account thereof herewith filed and made part hereof, marked Exhibit "B", and did complete same on November 14, 1983

That said Contractor MAR CONSTRUCTION is entitled to credits on account in the amount of \$36,050.00 leaving due, unpaid and owing to the Claimant, after allowing all lawful credits, the sum of \$21,778.50, for which

Terror under Trust 231679-09 dated 9/20/26 Wds the Owner of record of the Covins dascribed for the Control of the Covins dascribed for the County of Cost, State of Illinois, re-with

#### bade such ask

and MAR CONSTRUCTION was authorized and knowingly permitted by the Construction the improvement thereof.

decree as Edward No. 1980, said MAR CONSTRUCTION made a writter contest with Claimant DOFTSCH BROS. CO. to furnish labor and materials for earth maying at a corpy of gird written contract in attached increte as Edward "A" for and in said improvement, and that, and the Claimant DOFT Still BURS. CC. completed thereunder at required to be done by and contact.

That I have peculi retained and request of said MAR CONSTRUCTION of Construction of the Construction of the value of \$6,293.50 as fall set form to account thereof herewith filed and made part hereof, and the complete same on November 18, 1988.

Control of \$16,050,00 leaving due, unpaid and owing to the Columns, after ellewing and leaving to the Columns, after ellewing and lawful credits, the sum of \$21,778,50, for which

# HB113/48 UNOFFICIAL COPY 4 1 2 4

with interest, the Claimant claims a lien on said land and improvements, and on the monies or other considerations due or to become due from the Owner under said contract against said Contractor and Owner.

DOETSCH BROS. CO.

CLAIMANT

BY:

Its Attorney and Agent

EMALFARB, SWAN & BAIN, #12082

660 LaSalle Place

Highland Park, Illinois 60035

(312)432-6900

T#1111 TRAN 6850 93/15/89 13:04:09 -89-114124

Diff Clark's Office COOK COUNTY RECORDER

with interest, the Claimant claims a lion on said land, and improvements, and on the montes or other considerations due or to become due from the Cwaler indust said montreet square team Contractor bies notice

> DOBTSCH BROS, CO. CLAIMANT

Its Attorney and Agent

EMALEARR, SUAM & BAIN, \$12682

add LaSelle Place

Highland Park, Illinoid 60035

(S12)631-6600

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HB113/48

### UNOFFICIAL, GORY 2 4

STATE OF ILLINOIS	)
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COUNTY OF COOK	)

IFICAT.

The being first corized agent of the Claim for Lien, knows the customered are true, to

Thomas Datas. The Affarit. THOMAS L. DOETSCH being first duly sworn on oath, deposes and says that he is a duly authorized agent of the Claimant; that he has read the foregoing Notice and Claim for Lien, knows the contents thereof, and states that all the statements therein contained are true, to the best of his information and belief.

Subscribed and Sworn to before me this 15th day of FERGURRY, 1989.

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#### PROOF OF SERVICE BY MAIL

I. Pumela J. Sandborg, a non-attorney, certify that on this / つナス day of February, 1989, I served this Notice and Claim for Mechanic's Lien by mailing a copy of said Notice by certified mail, return receipt requested, limited to addresses only, to: MAR CONSTRUCTION-105 N. Yates Lane, Mt. Prospect, IL, LA SALLE NATIONAL BANK, as Trustee under Trust #31679-09 dated 9/20/76-135 S. LaSalle St., Chicago, IL, postage prepaid, by depositing same in the U.S. Mail Box located in Highland Park, Illinois before the hour of 5:00 p.m.

Subscribed and Sworn to before me this 130 day

#### PROOF OF SERVICE BY MAIL

1. Forcer J. Sandborg, a non-attorney, certify that on this (2) and of Electric V. 1985. I served this Motice and Claim for Mechanic's Lien by certific and Claim for Mechanic's Lien by certified and, return recupit requested, between only, to: MAR CONSTRUCTION-II. W. Yates Lana, tit. Commerc. II., 14 SALE MATIONAL BANK, as Trustee under Trust 131679-00 decided in Mighland Park, Illinois before the hour of Stot p. Mail Buc located in Highland Park, Illinois before the hour of Stot p.m.

Subscribed and Sworn to before rea this that

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### UNOFFICIAL GORY 2.4

#### LEGAL DESCRIPTION

That part of the following described property, taken as a single tract: Parcel 1: The North 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 (excepting that part contained in Quit Claim Deed dated March 13, 1952, and recorded March 27, 1952 as Document No. 15304709) of Section 21, Township 42 North, Range 12, East of the Third Principal Meridian; Also: Parcel 2: The West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 42 North, Range 12, East of the Third Principal Meridian; Also: Parcel 3: The East 1/2 of the Southwest 412 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 42 North, Range 12, East of the Third Principal Meridian (excepting that part of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at a point on the North line of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, 41.61 feet West of the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4; thence Easterly to said Northeast corner; thence South on the East line of said quarter, quarter, quarter, a distance of 5.0 feet to the North line of Lawson Road (a 20 foot wide private road); thence Westerly and Northwesterly on and along said North line of said Lawson Road to the point of beginning); Also: Parcel 4: That part of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of the East 1/2 of the Morthwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 21; thence North on the West line of said East 1/2 of said quarter, quarter, quarter, a distance of 15.0 feet to the South line of Lawson Road (a 20 foot wide privite road); thence Northeasterly, Easterly and Southeasterly on and along said Southerly line of said Lawson Road, a distance of 211.0 feet, more or less, to a point on the South line of said quarter, quarter, quarter; thence West on the South line of said quarter, quarter, quarter, a distance of 207.23 feet to the point of beginning; Also: Parcel 5: The South 1/2 of the South 1/2 of the West 1/5 of the West 4/5 of the East 5/8 of the North 1/2 of the Southwest 1/4 of Section 21, Township 42 North, Range 12, East of the Third Principal

### LEGAL DESCRIPTION

That is in a title followers described property; taken as a single bract: Parcel 1: The North 1/2 of the Morth 1/2 of the Southwest 1/4 of the Ford year the South west the focuspiting that part contained in Quit Claim from Jarod March 13, 1932, and recorded March 27, 1952, as Decument No. 11 the Season of decision it, Township we Worth, Range 17, Best of the Third Principal the telept also to good 2: The West 1/2 of the Southeast 1/4 of and Months of 7/2 or the Auchtmest 1/4 of Section 21, Township 42 Augin, Range 17, Lear of the Third Park inst worldish; Also: Parcel 3: The East 1/2 of the Southwest ter of the "forthwest is to 44s or month of the 1st teamfort and To urbip " Morth, bown 1", Fast of the Third Principal Meridian Testing that post of the Continues tot of the Northwest 116 or the Southwest 116 of Section 11, Township of Morting Range 12, East of the Third Principal thericker, described as follows: Commonwidg at a polition the glorith director the Southwest 176 of the Northwest 174 of the Southwest 174, 41.61 feet West of the treatment cover of the Southwest Ist of the Morthwest Ist of the Sentian set that the see Content to said Montheast corner; thence South on the tone time of each quarter, quarter, equarter, a distance of 5.0 feet to time tro it in a ' Laure Stand (200 foot wide private road); theren Westerly and Mornism course no as I above and Morth hee of said Lawson Road, for the point. of backed or a stool form is That part of the East is a lithe East for the Marthwest if of the Borth west M. O the Southwest 4/4 of Section 21, Township 42 Month, Person 12, Vert T the Paire Principal Meridian, described as follows: tre Sevelared corper of the East 117 of the Northwest 118 of 17th of the couldwast 14th of said Section 21; thence North on the view when of well flast 177 of selle quarter, quarter, quarter, a distance of 13.0 Or in the truth line of Lawson Road (6.20 foot wide private road); there items so the English and Southeasterly on and along said Southerly tion of raid Lament Four, a distance of 211.0 heat, make or loss, to a point on the South line of sold quarter, quarter, quarter, thence West on the South tree of weld grotter, quarter, quarter, a distance of 207:23 feet to the poder as bentretes; Also: Porcet 5; The South 1/2 of the South 1/2 of the Vess 1/8 of the Vest 1/2 of the East 5/8 of the North 1/2 of the Southwest Its at Section 21 Township 02 North, Range 12, East of the Third Principal

Meridian, all in Cook County, Illinois, described as follows: Commencing at the Southwest corner of the above described single tract of land; thence East along the South line of said single tract, also being the North line of Keenan Lane, 190.00 feet to the point of beginning of the herein described parcel of land; thence North along a line parallel with the West line of said single tract, 130.00 feet; thence East parallel with the South line of said single tract, 410.00 feet; thence South parallel with the West line of said single ict, 40.

10.00 feet;

0.00 feet to the line of said shalle tra.

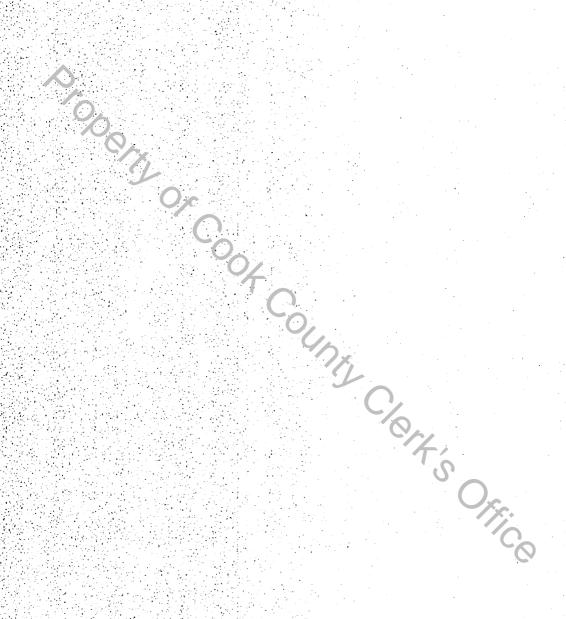
County, Illinois. tract, 40.00 feet; thence East parallel with the South line of said single tract, 130.00 feet; thence South parallel with the West line of said single tract, 90.00 feet to the South line of said single tract; thence West along the South line of said single tract, 540.00 feet to the point of beginning, all in Cook

becaused at in Cook County, Hindis, described as fellower Commencing at the Southwest course of the chove disacribed single track of land; (topice Hast store the Scoth has all said single truct, also being the Morth line of Keenan the entire of the point of beninging of the berein described parcel of tarest theore Morth stone a line parallel with the West line of said single teret, and for the continued bast garaflel with the South Ime of said single alor, att. 20 cert thance South carallel with the West line of said single <u>, toant slighte bine for will stack each duid fallunamenteel</u> comet, in all touch tweet tioned had all and South parallel with albe West (line) of said single treet. 29.00 feet to the Couth line of sold single breet, theore West their the South tion of rais sharin tract, 540.00 feet to the point of beginning all in Cook . sionilli . yloney.

EXHIBIT HAN

Property of Cook County Clerk's Office

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### MARUNDE FROTATOR OF YNC.

105 NORTH YATES LANE • MOUNT PROSPECT, ILLINOIS 60056 • (312) 298-2266

MAR JOB # 160

THIS AGREEMENT MADE THIS - 21st DAY OF March BY MAR CONSTRUCTION CO., INC., AN ILLINOIS CORPORATION, HEREWITH CALLED THE CONTRACTOR, AND

Doetsch Bros. Company

E of Phingsten Know.

C of Lawson Lane

The Keenan Lane

HEREAFTER CALLED THE SUBCONTRACTOR.

WHEREAS, MAR CONSTRUCTION CO., HAS ENTERED INTO A CONTRACT WITH

A & M Builders

HEREAFTER CALLED THE OWNER, FOR THE CONSTRUCTION OF THE FOLLOWING PROJECT:
Villow Ridge Estates
Glerview, Illinois

THE FOLLOWING COVENANTS ARE HE'REB! AGREED TO:

- 1. THE SUBCONTRACTOR SHALL FURNISH THE CONTRACTOR WITH A CERTIFICATE OF INSURANCE SHOWING THAT HE IS CARRYING PROPER COVERAGE OF WORKHEN'S COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOTIVE IN ACCORDANCE WITH THE OWNER'S SPECIFICATIONS.
- 2. THE MEASUREMENTS OR COMPUTATIONS OF THE OWNER SHALL BE ACCEPTED AS FINAL PAY QUANTITIES OF WORK ASSUMED BY THE SUBCONTRACTOR.
- 2. ALL WORK IS TO BE INACCORDANCE WITH PLANS AND SPICS PREPARED FOR THIS JOB.
- 4. THE FOLLOWING ITEMS ARE SUBCONTRACTED BY THE SUBCONTRACTOR FROM THE CONTRACTOR:

DESCRIPTION

APPROX. QUANTITY

UNIT PRICE

PER ATTACHED PROPOSAL DATED MARCH 3, 1988

IT IS REREBY AGREED THAT THE ABOVE TERMS AND CONDITIONS CONSTITUTE THE FULL SUB-CONTRACTOR AGREEMENT BETWEEN THE SUBCONTRACTOR AND THE CONTRACTOR.

IN WITHESS THEREOF, THE COUTRACTOR AND SUBCONTRACTOR HEREBY SET THEIR HANDS AND SEALS:

ACCEPTED

ACCEPTED: MAR CONSTRUCTION CO., INC.

<u>ู้รู้รู้รู้ที่สูงสมรัฐ โดยรูป</u>สาหรับ เดิม เมื่อ

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1912 Our 75th Year 1987

March 3, 1988

Mt. Prospect, IL 60056 MAR CONSTRUCTION 105 North Yates Lane

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Cent lesen:

We propose to furnish the necessary labor, equipment and material to perfora the following items of work on the above-referenced project, based on sheet No. 2 of 7 prepared by Lindley & Sons, Inc., last dated 7/20/87, for the prices show.

SCOPE OF MORK:

\*\* Afri Loue 4 1045 24-36

\*\* Afri Loue 4 1045 24-36

\*\* to stock: 9,000 CV 9 \$1.50/CV

\*\* Tesporary stone lot, 6" CA-6

\*\* Grading and topsoil at pond: 2,350 SV 9 \$1.00/SV

\*\* subsurface or latent physical conditional differ asterially from those in a reports or other proises a second or other proises in the conditional differ asterially from those in a reports or other proises in the conditional differ and the conditional differ asterially from those in a reports or other proises in the conditional differ and the conditional differ asterially from those in the conditional differ and the conditional differ and the conditional differ asterially from those in the conditional differ and the conditional differ and the conditional differ asterially from those in the conditional differ and the conditional difference diffe If subsurface or latent physical conditions are encountered on it..., eject that differ materially from those indicated by the plans, specifications, soil boring reports or other project documents or from those conditions that could have been reasonably anticipated, and these conditions affect the cost and/or time required to perform the contracted work, the contract plice and/or time of completion shall be adjusted accordingly.

Harch 3, 1988 HAR CONSTRUCTION

Our proposal is base to the above items and the attached list of exclusions and terms which strongy define the scope of our work and terms of payment. Should conflict with the plans, specifications or other project documents arrise, this proposal shall take precedence. This proposal is valid for a period of N. da, r, and may be revised or rescinded thereafter.

Very truly yours,

DOETSCH BROS. CO.

Drew Frostholm

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EXHIBIT "B"

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11083 Ameningating arter to the manager Date 11/23/00

MAR CONSTRUCTION
• 105 North Yntes Lane
Mt. Prospect, 1L 60056

80-00 WILLOW RIDGE ESTATES

DATE	TICKET NO.	OSSCRIPTION OF WORK	TIME/QUANTITY	HATE	TOTAL
		UNDERCUT AND REPLACEMENT WORK PER EXTRA WORK ORDER DATED 11/14/08:			
		Excevation - 88 loads 3 13 CY /Load	1,114 CY	\$ 2.75	\$3,146.00
		Stone Work: Cot 955 Hilift	20.5 Hours	\$ 95.00	1,947.50
		1.R. Noller	16 Hours	\$ 75.00	1,200.00
	)				\$6,293.50
	00				
••					•
		Ox			
D. No. 36-	2582820	INVOICE		TOTAL	

### EXTRA WORK ORDER

DB # MALATINE NOV D PHOSPECT HEIGHTS, 4, 00070
DOETSCH BROS. CO. 312-937-22813 667ABLISHED 1912
EXCAVATING • GRADING • SAND • GRAVEL • BLACK D'TT • CLAY
Willow Mayer
Order No. Job ETE Deta /1 / 94
Name Mar Const.
Address
Please furnish all Materials and Labor necessary to complete the following work, and charge to our account as noted below:
Charge to our account as noted below:  (Inderent street and spread ansite.
Place Goods & stone in undercuts &
roll with vib. voller.
Time à documentation of quantities to follow.

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract. The above work to be performed on a Time

and Material basis.

Signed by,

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