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## SUBCONTRACTOR'S CLAIM FOR LIEN

SUBCONTRACTOR: Morrow Crane Co., Inc , Claimant, PO Box 3306, Salem, OR 97302; (503) 585-5721

GENERAL CONTRACTOR: The Edward Gray Corporation, 12233 Avenue O, Chicago, IL 60633-1198

OWNER OR REPUTED OWNER: Commonwealth Edison Company, 1400 Opus Place, Suite 500, Downers Grove, IL 60515

COMMON ADDRESS OF WORK OF IMPROVEMENT: Commonwealth Edison Substation, 51 W. Ontario, Chicago, IL 60633 [corner of Ontario and Dearborn]

LEGAL DESCRIPTION: see Exhibit A, attached hereto and incorporated by reference herein

TAX ID: #17-09-233 809

DATE FIRST providing labor, materials, services: June 25, 1988

DATE LAST provided labor, materials, services: December 22, 1988

DESCRIPTION OF WORK: Provide per contract parts for 77K Fastower crane

CONTRACT PRICE: see Exhibit B, consisting of five pages, attached hereto and incorporated by reference herein

BALANCE DUE, owing, and unpaid after deducting all just credits and offsets: \$4,864.32

DEPT-01 \$12.25  
T#5555 TRAN 5810 04/19/89 11:29:00  
49363 + E \*89-172987  
COOK COUNTY RECORDER

STATE OF OREGON )  
 ) ss  
County of Marion )

I have read the above Subcontractor's Claim for Lien and the statements are true as I verily believe. I have personal knowledge of the above and I am authorized to make these statements.

MORROW CRANE CO., INC.

By Richard A. Mattingly  
Title Credit Manager

Subscribed and sworn to before me this 3 day of March, 1989.

[Signature]  
NOTARY PUBLIC, STATE OF OREGON  
My commission expires: 10-10-92

SUBCONTRACTOR'S CLAIM FOR LIEN

AFTER RECORDING, return to:  
Stephen A. Lipton, Esq.  
1191 Capitol St NE  
Salem, OR 97301

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08030308

COOK COUNTY CLERK'S OFFICE

Received of [Name] the sum of [Amount] Dollars for [Purpose]

on this [Date] day of [Month], 19[Year]

Witness my hand and the seal of said office at Chicago, Illinois

this [Date] day of [Month], 19[Year]

Attest: [Signature]

Cook County Clerk

My Commission Expires [Date]

Notary Public in and for the State of Illinois

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

08030308

Property of Cook County Clerk's Office

08030308

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## LEGAL DESCRIPTION

Lots 1, 2, 3, 4, and 5 in the subdivision of Lot 1 of Block 36 of Wolcott's Addition to Chicago being a subdivision of the east half of the northeast quarter of Section 9, Township 39 North, Range 14 East of the third principal meridian in Cook County, Illinois.

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Exhibit A

# UNOFFICIAL COPY

PROPERTY OF THE

Illinois State Board of Education, Office of the State Superintendent of Education  
100 North Dearborn Street, Suite 1000, Chicago, IL 60610-5000  
Tel: (773) 847-3000 Fax: (773) 847-3001  
www.isbe.net

Property of Cook County Clerk's Office

48051100

RECORDED  
MORROW CRANE CO.  
SALEM, OR OFFICE

# UNOFFICIAL COPY

HEADQUARTERS: P.O. BOX 3306 • SALEM, OREGON 97302, USA  
(503) 586-5721 TELEX 360-864

Lease No. \_\_\_\_\_  
Date June 7, 1988

## EQUIPMENT LEASE AGREEMENT

MORROW CRANE CO., INC., (hereinafter "Morrow") leases to:

Name: The Edward Gray Corporation (hereinafter "Lessee")

CORPORATION     PARTNERSHIP     JOINT VENTURE     PROPRIETORSHIP

Mailing Address: 12233 Avenue O, Chicago, Illinois 60633-1198

Billing Address: Same

the following equipment:

One (1) Liebherr 77K Fastower crane with freestanding hook height of 97 ft. and jib radius of 131 ft., power cable to base of crane, hoist cable for 97 ft. hook height.

(hereinafter "equipment")

for use at the following designated location: EDISON DEARBOURN AND ONTARIO

City CHICAGO, State ILLINOIS, County COOK

Rental Rate: \$5,000.00 per month, excluding all taxes, licenses and fees which are Lessee's responsibility. Lessee shall pay the rental on the first of each month in advance, without offset or counterclaim at Morrow's office as set forth above. First month's rent shall be paid upon acceptance of order. The rental rate is based on 180 hours of use per month. Lessee shall pay increased rental on a prorated hourly basis if the use is greater. Two percent per month or the highest legal rate of interest, whichever is less, will be due as additional rental on amounts outstanding over thirty (30) days.

Minimum Rental Period: Seven (7) months, based on 30 calendar days per month.

Designated Delivery Yard: Chicago Designated Return Yard: Chicago

~~At delivery charges plus 15% will be paid by Lessee.~~ Approximate Delivery Date: June 20, 1988  
Delivery charges: \$1,500 lump sum in. (Fourteen (14) days advance written notice required.)  
\$1,500 lump sum out. Any delays at jobsite will be extra.

Rental Shall Begin Upon the Initial Shipment of the equipment from designated delivery yard to Lessee, But Not Later Than the Minimum Rental Start Date Which is JULY 1, 1988, and Shall End Upon Return of All Equipment to Designated Return Yard, Haulage at Lessee's Cost and Risk.

Remarks: Morrow will supply layout drawings showing location of crane on project. Morrow to supply a service technician for 16 straight-time hours to be credited to initial billing for service technician on delivery and erection of the crane. All other items to be supplied at standard published rates in effect at time such service are supplied.

Not Binding on Morrow Unless Countersigned By Morrow Corporate Officer. Lessee Has Read All Terms of This Lease, Including Those Terms on Reverse Side, and Agrees to Said Terms in Their Entirety.

LESSEE

MORROW CRANE CO., INC.

THE EDWARD GRAY CORPORATION

Company Name

By: RE ROWLING

(Please Print Name)

By: [Signature]

Signature

Title

Date: 6-16, 1988

By: \_\_\_\_\_

Sale Representative

By: [Signature]

Corporate Officer

Date: 6-7, 1988

SIGN & RETURN TO:  
MORROW CRANE  
SALEM, OR

89172987

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## PROPERTY OF COOK COUNTY CLERK'S OFFICE

(Name of defendant)

(Name of plaintiff)

88888888

OFFICE OF THE CLERK

COOK COUNTY CLERK'S OFFICE  
110 N. LAUREL ST. CHICAGO, ILL. 60602  
TEL. 312-443-2000  
FAX 312-443-2001  
WWW.COOKCOUNTYCLERK.COM

1988

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## GENERAL TERMS OF THE LEASE 9 8 1

1. **Erection, Climbing and Dismantlement:** Lessee will load, freight, unload, erect, climb and dismantle the equipment at its expense and risk. Morrow has the option of providing a serviceman for technical assistance during the erection, climbing or dismantlement and in the service of the equipment. Lessee shall pay Morrow's published rates for technical assistance and service calls so furnished by Morrow. Any costs related to delays not caused by Morrow shall be paid by Lessee in addition to the agreed lump sum amount.
2. **Operation, Maintenance and Repair; Return:** Lessee will employ at its own expense competent personnel to operate and maintain the equipment in strict accordance with the manufacturer's operation manuals (which Lessee agrees to return upon termination of lease) and loading specifications. Lessee will operate, service, maintain and repair the equipment at its own expense and keep it in good working order. Lessee shall immediately notify Morrow of the necessity for and the making by Lessee of any repairs to the equipment. Lessee shall not make any alteration or modification to the equipment without the prior written consent of Morrow. Morrow may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the equipment is located. Lessee shall return the equipment in the same condition as received, with components similarly assembled, without concrete splatter and with a useable hoist line on cranes. Morrow shall notify Lessee after the return of the equipment of any necessary repairs to the equipment and Lessee shall promptly make such repairs or shall reimburse Morrow for such repairs at Morrow's published rates.
3. **Warranty, Inspection:** Morrow warrants the equipment will be delivered in operating condition. This warranty is expressly conditioned upon Lessee inspecting the equipment and notifying Morrow in writing, within ~~ten (10)~~ <sup>THIRTY</sup> days of the receipt of equipment, of any defects discovered. Morrow's sole responsibility under the above warranty shall be, at its option, to either repair or replace any component which is determined to not be in working order upon delivery of the equipment, and provided Lessee has reported same to Morrow in writing as required, and Morrow has, upon inspection, found such components to be defective. This warranty does not include the cost of labor for removal or replacement or any costs occasioned thereby. All replaced products or parts shall become Morrow's property. The above warranty is contingent upon proper use of the equipment and will not apply if adjustment, repair or parts replacement is required because of accident; neglect; misuse; improper handling, operation or maintenance; unusual physical stress or weather conditions.  
**MORROW IS NOT THE MANUFACTURER OF THE EQUIPMENT. MORROW EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, MATERIALS, OR OTHERWISE, EXCEPT AS SET FORTH IN THE LEASE AGREEMENT.**  
**IN NO EVENT SHALL MORROW OR THE MANUFACTURER (OR ITS COMPONENT SUPPLIERS) OF THE EQUIPMENT BE LIABLE FOR ANY DELAY, WORK STOPPAGE, LOSS OF USE OF EQUIPMENT, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFIT, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM OR ATTRIBUTABLE TO DEFECTS IN THE EQUIPMENT OR SERVICING OF THE EQUIPMENT, NEGLIGENCE, BREACH OF WARRANTY, OR OTHERWISE, NOR FOR ANY DELAY OR LOSS OCCASIONED BY DELAY IN THE DELIVERY OF THE EQUIPMENT FOR ANY REASON WHATSOEVER.**
4. **Indemnity, Damages:** Lessee shall be responsible for any and all loss of and/or damage to the equipment from any and every cause whatsoever during the term thereof. No loss of or damage to the equipment or any part thereof shall impair any obligation of this Lease, which shall continue in full force and effect. Lessee shall indemnify and hold Morrow harmless from any and all liability arising out of the possession, use, operation, maintenance, erection, dismantling, loading, unloading, delivery, return of the equipment and/or any other action or failure to act by the Lessee, its agents or employees, or for any other reason whatsoever.
5. **Insurance:** Lessee at its expense shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for the value of the equipment, and shall carry public liability insurance with limits of not less than: \$5,000,000 for injury or death per occurrence and/or aggregate, and \$500,000 for property damage, deductible not to exceed \$10,000. All such insurance shall be in form and with companies satisfactory to Morrow. All such insurance policies shall name Morrow as Additional Insured. Lessee shall deliver to Morrow prior to shipment the policies of insurance or certificates thereof. All such policies shall be primary coverage and endorsed to provide that Morrow shall be given thirty (30) days prior written notice of the alteration or cancellation of any such policy. In the case of Lessee's failure to procure or maintain said insurance, Morrow shall have the right, but shall not be obligated, to effect such insurance. In that event, all monies spent by Morrow in effecting same shall be deemed additional rental, and shall be immediately paid by Lessee to Morrow. Lessee agrees to release Morrow from any claim which Lessee or insurance company may have against Morrow for any loss covered by this insurance.
6. **Default:** Lessee shall not use the equipment if Lessee is in default under this or any other lease/sale agreement with Morrow more than thirty (30) days on any payment for rental, service or parts and stipulates to an order for specific performance of this agreement, without limitation of Morrow's other remedies. Lessee shall pay any costs of collection, including attorney's fees and expenses, for non-payment on all billings relating to this agreement, including fees and costs on appeal if taken. Should Lessee become the subject of a bankruptcy proceeding, or substantially violate any provision hereof, then Morrow may terminate this agreement, take possession of the equipment, and recover all monies due, damages for any injury to, and all expenses incurred in returning the equipment. For the purposes of any legal actions or proceedings brought by Morrow in respect of this lease agreement, Lessee irrevocably submits to the jurisdiction of the Courts of the State of Oregon and of the United States of America sitting in the State of Oregon.  
Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the equipment by Morrow in the event of a default hereunder by Lessee.
7. **Title:** Title to the equipment at all times shall remain in Morrow's name, and Lessee shall protect the title. Lessee shall pay all levies, attachments, liens, encumbrances, personal property tax (on a pro-rata monthly basis regardless of assessment date) and other charges. If Morrow pays any such charges, they shall be added to rental payments and paid by Lessee. No assignment or subletting shall be made without Morrow's prior written consent. Lessee shall execute all security filings and documents as required by Morrow and post a payment or performance bond at Morrow's option.
8. **Cancellation:** If Lessee cancels this agreement, Lessee agrees to pay as liquidated damages a minimum of two (2) months rental but not more than the minimum rental term plus costs and damages. Should Lessee delay taking delivery within thirty (30) days after the stated approximate delivery date, Morrow, at its option, may terminate this contract without liability.
9. **Technical Assistance:** The terms and conditions hereof shall apply to any technical assistance or service work performed by Morrow or parts supplied by Morrow.
10. **Payment Terms:** Any amounts which are due to Morrow under this agreement or have been advanced by Morrow on behalf of Lessee shall be deemed additional rental and are due immediately. Interest at two percent (2%) per month or the highest legal rate, whichever is less, will be due as additional rental on all invoice amounts outstanding over thirty (30) days.
11. **Entire Agreement:** All prior representations and proposals, if any, are superseded by this agreement which constitutes the entire and only agreement between the parties. Any changes must be in writing and signed by both parties. If this agreement becomes attached with Lessee's purchase order, all terms of the purchase order are hereby acknowledged to be deleted unless specifically agreed by addendum and signed by Morrow corporate officer.
12. **Applicable Laws:** If any provisions hereof conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions hereof. For the sole purpose of resolving any problem of conflict of laws with respect to filing or recording hereof, it is declared and agreed that this instrument shall be deemed to be executed, completed and effective when the equipment is received at the address at which it is to be located, and that questions of filing or recording shall be determined by the law of such place. In all other respects this agreement shall be governed by and construed according to the laws of the State of Oregon. This contract shall be binding upon the heirs, administrators, legal representatives and successors of Lessee. The paragraph captions provided herein are merely for convenience and shall not be construed to limit or otherwise modify terms hereof.

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**GRAY****UNOFFICIAL COPY**

Purchase Order

Subcontract

ADDENDUM ATTACHED

1 Pages

The Edward Gray Corporation 12233 Avenue O, Chicago, Illinois 60633-1198 Telephone 312.221.8400

**RECEIVED**

JUN 30 1988

To Morrow Crane Company, Inc.  
P.O. Box 3306  
Salem, Oregon 97302

No. 87065-10

This No. must appear on Invoice,  
B/L, Cases, Bundles, Packing Lists,  
Time Tickets and Correspondence.

Attn: Mr. John A. Morrow

Phone:

MORROW CRANE CO.  
SALEM, OR OFFICE  
503/585-5721

Date 6-17-88

Please furnish us in accordance with the conditions specified in this Agreement, including the reverse side hereof, and all attachments and addenda hereto:

Ship to THE EDWARD GRAY CORPORATION Via  
c/o Commonwealth Edison Substation  
Dearborn and Ontario Street  
Chicago, IL Attention: Mr. Leon Dourlet

Delivery	F.O.B.	Payment Terms	Sales Tax	Plans and Specifications
As Req'd	Jobsite	Net in Advance	<input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Non-Taxable (See Below)	By: Date:

~~Instructions - If Seller is to furnish on the labor hereunder, it shall be deemed a Subcontractor and shall include Buyer's additional insured in Seller's liability insurance policy.~~ In addition, Seller shall comply with the following billing requirements:

- Invoice in triplicate.
- Bill extra work (if applicable) separately, upon completion, indicating Buyer's Extra Work Order Number.
- Submit back-up time sheets with invoice signed by Buyer's representative.
- Verify percentage(s) of completion with Buyer's representative prior to submission of invoice.

Furnish one Liebherr 77K Fastower as described in Lessor's Quotation June 7, 1988 at a bare rental rate of \$5000 per month, 7 months' minimum rental, plus \$3000 freight total in and out.

Lessor's Terms and Conditions shall apply except as follows:

- 3) Warranty - Strike "for any reason whatever" from last line.
- 4) Indemnity - Lessee does not indemnify Lessor for any liability resulting solely from product design or manufacturing defects. Strike the last words "or for any other reason whatsoever", and also in first line.
- 5) Insurance - Strike "from every cause whatsoever" from first line.

Approximate total value of this order ..... THIRTY EIGHT THOUSAND DOLLARS (\$38,000.00), plus applicable sales tax.

RER:dk

This Agreement shall be valid only if bearing the signature of the duly authorized representative of the Purchaser in the space provided below, and shall be deemed accepted solely by receipt of a copy hereof by the Purchaser bearing the signature of the Seller or its authorized agent in the space provided below, and such acceptance is hereby expressly limited to the terms and conditions contained and stated on the front and reverse sides hereof. The use of any provision in Seller's form of acceptance which modifies, conflicts or contradicts any provision herein shall be deemed to be waived, and the provisions of this Agreement constitute the whole contract. Purchaser may revoke this Agreement at any time prior to acceptance as aforesaid. Shipment of materials shall not constitute acceptance.

All work and manufactured items supplied under this order shall comply with OSHA.

It is the policy of the Owner and The Edward Gray Corporation to conform to the U.S. Government objective that minority individuals and business enterprises have the maximum practicable opportunity to participate in the performance of this project.

Please acknowledge order by signing and returning attached copy, and The Edward Gray Corporation

11555

SELLER:

executing below  
*John A. Morrow*

Buyer

*R. E. Rolwing*

R. E. Rolwing

ORIGINAL

President FORM 400 (8/81)

Ex B, P.3

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Faint, mostly illegible text throughout the page, likely representing a document or form. Some words like "PROPERTY" and "CLERK'S OFFICE" are visible in the background watermark.

**PURCHASE OPTION AGREEMENT**

Lessee: THE EDWARD GRAY CORPORATION 12233 Avenue O Chicago, IL 60633-1198

Equipment Provided on This Option: One (1) Liebherr FasTower Crane, Model 77-K, as described on Lease Agreement No. 88-06-10, dated June 7, 1988.

PROJECT: Commonwealth Edison Substation (51 West Ontario Street)

Lease No. 88-06-10 Date of Lease June 7, 1988

This Purchase Option is attached to and made part of the above referenced Equipment Lease Agreement (hereinafter called Lease Agreement). If the Lessee is not in default under the Lease Agreement, upon payment of all sums which the Lessee may owe Morrow plus the cost of any supplies and repairs furnished by Morrow during the option period hereinafter set forth, the Lessee shall have the right to purchase the equipment described above in its then condition at any time before the expiration of the option period hereinafter set forth, upon payment within said period to Morrow of the sum of \$ 213,465.00 excluding sales/use tax, which sum shall hereinafter be called the Purchase Price, subject to the following adjustment:

1. If purchased within the first three (3) months of the rental, 100% of the paid in rentals (less 2% of the Purchase Price for each month that the option is not exercised) will be deducted from the Purchase Price.
2. If purchased within the first six (6) months of the rental, 80% of the paid in rentals (less 2% of the Purchase Price for each month that the option is not exercised) will be deducted from the Purchase Price.

If this Option is not exercised within six (6) months after date rental begins, the Lessee shall have no right to purchase the equipment. In such case the terms and conditions of the Lease Agreement shall be in full force and effect.

Both Morrow and the Lessee hereby agree that if the Lease Agreement is terminated by default, return of equipment or otherwise, this Purchase Option automatically becomes null and void and the Lessee forfeits all rights and privileges of purchase set forth in this Purchase Option.

Both parties agree that modification of this Agreement shall be binding upon either of them, only if such modification has been duly accepted in writing by both parties. In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Not Binding on Morrow Unless Countersigned By Morrow Corporate Officer. Lessee Has Read All Terms of This Purchase Option, including Those Terms on Reverse Side, and Agrees to Said Terms in Their Entirety.

LESSEE

THE EDWARD GRAY CORPORATION  
Company Name

By: \_\_\_\_\_  
(Please Print Name)

By: \_\_\_\_\_  
Signature Title

Date: \_\_\_\_\_, 19\_\_

MORROW CRANE CO., INC.

By: \_\_\_\_\_  
Sales Representative

By: John Morrow  
Corporate Officer Title

Date: Chrom 6-7, 1988

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11-10-88

## THOMAS DAVID HOWARD STAMPAUN

11-10-88

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## PURCHASE OPTION AGREEMENT

**LIMITATION OF LIABILITY:** MORROW IS NOT THE MANUFACTURER OF THE EQUIPMENT. MORROW EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, MATERIALS, OR OTHERWISE, EXCEPT AS SET FORTH IN THE LEASE AGREEMENT.

IN NO EVENT SHALL MORROW OR THE MANUFACTURER (OR ITS COMPONENT SUPPLIERS) OF THE EQUIPMENT BE LIABLE FOR ANY DELAY, WORK STOPPAGE, LOSS OF USE OF THE EQUIPMENT, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFIT, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM OR ATTRIBUTABLE TO DEFECTS IN THE EQUIPMENT, NEGLIGENCE, BREACH OF WARRANTY, OR OTHERWISE, NOR FOR ANY DELAY OR LOSS OCCASIONED BY DELAY IN THE DELIVERY OF THE EQUIPMENT FOR ANY REASON WHATSOEVER.

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