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STATE OF ILLINOIS	) ) SS
COUNTY OF COOK	) 33
WAÙKEGAN GURNEE	GLASS CO., )
Claimant,	}
VS.	{
SAVINGS OF AMERICA	4,

### CLAIM FOR LIEN

NOTICE IS HEREBY GIVEN that the undersigned, WAUKEGAN-GURNEE GLASS CO, a corporation, of Gurnee. Illinois, by ANGELO POPE, its duly authorized agent, claims a mechanic's lien under the law entitled "An Act relating to contractors' and materialmen's liens, known as mechanics' liens," Illinois Revised Statutes Chapter 82, paragraph 1 et seq., and states:

1. On February 23, 1990, claimant entered into a written contract with EAGLE CONSTRUCTION COMPANY, Lemont, Illinois, noder and by which claimant agreed to furnish labor and materials to install aluminum entrance framing, including glass and framing upon a building being erected upon the following described premises:

### Parcel 1:

The north 100.0 feet of the east 150.0 feet of Block 39 in Evanton, Bounded and described as follows: That part of said block 39 commencing at the north east corner of said Block 39, being the south west corner of Greenwood Street and Chicago Avenue, running thence west along the south line of Greenwood Street 150.0 feet thence south parallel with the west line of Chicago Avenue, 100.0 feet, thence east parallel with the south line of Greenwood Street 150.0 feet to the east line of said Block 39, being the west line of Chicago Avenue, thence north along the west line of Chicago Avenue, 100.0 feet to the point of beginning, in the southwest 1/4 of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

### Parcel 2:

That part of Block 39 in Village (now City) of Evanston in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Commencing at a point 150.0 feet west of the west line of Chicago Avenue, and 132.0 feet south of the north line of said Block 39, running thence

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west on a line parallel with the north line of said Block, 95.0 feet, thence southeasterly in a direct line to a point which is 187.43 feet south of the north line of said block and 83.22 feet east of the west line of said block, thence east on a line parallel with the north line of said block, 66.78 feet to a point 150.0 feet west of the west line of Chicago Avenue, and 187.43 feet south of the north line of said block, thence north 55.43 feet to the point of beginning (except such part thereof as is now used for private thoroughfares and right-of-way in conjunction with the property of Evanston Railroad) in the southwest 1/4 of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

### Parcel 3:

That portion of the west 150.0 feet of Block 39 in original Village of Evanston, aforesaid, elescribed as follows: Commencing at a point on the north line of said block which is 25.0 feet east of the north west corner thereof, running thence east on said north line 125.0 feet thence south 132.0 feet thence west 95.0 feet thence northerly in a straight line to the point of beginning, all in Cook County, Illinois.

PIN Nos. 11-18-330-001, 11-18-330-002 and 11-18-330-003.

Commonly known as 1336 Chicago Avenue, in the city of Evanston, County of Cook, State of Illinois, of which Savings of America was then the owner.

- 2. By the terms of the contract, the amount agreed upon for the work and materials was the sum of THIRTY THREE THOUSAND DOLLARS (\$33,000.00) plus any extras that might be contracted for from time to time.
- 3. The claimant has completed the furnishing of all of the labor and materials required by the contract.
- 4. At the special instance and request of EAGLE CONSTRUCTION CORP., the claimant made a contract to furnish and perform extra and additional work, labor and services upon, and to deliver extra material and fixtures in and to the above-described premises, and did furnish and perform the same in, to and about the premises as follows: Change Order No. 1, which extras were of the value of ONE HUNDPED FOUR DOLLARS (\$104.00), Change Order No. 2, which extras were of the value of THREE HUNDRED FORTY NINE and 33/100 (\$349.33) DOLLARS.
- 5. All of the materials, fixtures or labor and services so furnished and delivered by the claimant were furnished and delivered to, and used in and about, the improvement of the premises, and of the building and other improvements thereon; and the last of the material, fixtures, labor and services was so furnished, delivered and performed on August 14, 1990.
- 6. There is now due and owing to the claimant, for the furnishing, delivery and performance of the material, fixtures, labor and services, as mentioned above, after allowing to the owner all just credits, deductions and setoffs, the sum of TWENTY FOUR THOUSAND EIGHT HUNDRED TEN and 33/100 (\$24,810.33) DOLLARS, all of which is still due and unpaid; all as per the account attached as Exhibit A.

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### Parcel 3:

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7. WAUKEGAN GURNEE GLASS CO., claims a lien upon the above-described premises and all improvements thereon, against all persons interested therein, in the amount of TWENTY FOUR THOUSAND EIGHT HUNDRED TEN and 33/100 (\$24,810.33) DOLLARS, according to the statute.

### WAUKEGAN GURNEE GLASS CO.

1081 N. Route 41, Gurnee II 60031

Angelo Pope

State of Illinois

SS

County of Lake

ANGELO POPE, being first duly sworn, on oath deposes and says that he is the duly authorized agent of WAUKEGAN GURNEE GLASS CO., the claimant; that he has read the foregoing claim for lien and knows the contents thereof; and that the statements therein contained are true.

Subscribed and sworn to before me this

24 day of As

19 90.

Notary Public

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" OFFICIAL SEAL"
BARBARA A, MAGNA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/4/94

Prepared By: Rudolph F. Magna P. O. Box 705, Gurnee, Illinois 60031

Please return to Rudolph F. Magna

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### **EXHIBIT A**

Amount due under original contract	\$33,000.00
Amount due for extra and additional material and labor	\$ <u>453,33</u>
Total	\$33,453.33
Pair on account	\$ <u>8,643.00</u>
Balance due	\$24,810.33
Balance due	30423

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### EXHIBIT A

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