

NOTICE AND CLAIM FOR MECHANICS' LIEN

90520801

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

IN THE OFFICE OF THE
RECORDER OF DEEDS OF Cook COUNTY

L.W. ROOFING, INC.,
Claimant,
vs.
NOVUS, INC.,
L & O PARTNERSHIP NO. 2,
AMERICAN NATIONAL BANK
& TRUST COMPANY OF CHICAGO,
as Trustee under Trust No. 67592 dated
June 27, 1986,
AETNA LIFE INSURANCE COMPANY,
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 satis-
factory evidence of payment
to, the Subcontractor or
Materialman."

DEPT-02 FILING 112.25
11111 TRAN 9195 10/24/90 16:49:00
46475 4 A * - 90 - 520801
COOK COUNTY RECORDER

NOTICE & CLAIM FOR LIEN
IN AMOUNT OF
\$5,500.00

The claimant, L.W. ROOFING, INC., of 1720 East 93rd St., Chicago, IL 60617, County of Cook, State of Illinois, being a roofing contractor for the construction project on the real estate described below, hereby files a Notice and Claim for Lien against AETNA LIFE INSURANCE COMPANY being the Lender located at 151 Farmington Ave., Hartford, CT 06156, NOVUS, INC. being the General Contractor (hereinafter referred to as "Original Contractor") for said construction project doing business at 415 N. LaSalle St., Suite 700, Chicago, IL, L & O PARTNERSHIP NO. 2, being an Owner located at 415 N. LaSalle St., Chicago, IL and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 67592 dated June 27, 1986, hereinafter referred to as "Owner", located at 33 N. LaSalle St., Chicago, IL and said last named persons are the Owners for the construction project being constructed on the real estate commonly known as Chatham Ridge Shopping Center, 87th & Lafayette, Chicago, 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. 20-33-411-014, 021, 029,
031, 033, 036



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That, on September 11, 1989, said AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 67592 dated June 27, 1986 and L & O PARTNERSHIP NO. 2 were the Owners of record of the following described land in the County of Cook, State of Illinois, to-wit:

See Attached Exhibit "A"

and NOVUS, INC. was authorized and knowingly permitted by the Owner to construct the improvement thereof.

That on September 11, 1989, said NOVUS, INC. made a contract with Claimant L.W. ROOFING, INC. to furnish labor and materials for roofing installation, and that on 2-15-1990, 1990 the Claimant L.W. ROOFING, INC. 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 NOVUS, INC. being the above described Original Contractor, and that said sworn statement is in writing and contains 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 said Contractor L.W. ROOFING, INC. is entitled to no credits on account leaving due, unpaid and owing to the Claimant, after allowing all lawful credits, the sum of \$5,500.00, for which 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 Original Contractor and Owner.

L.W. ROOFING, INC.
CLAIMANT

BY: *[Signature]*

Its Duly Authorized Officer

90520501

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

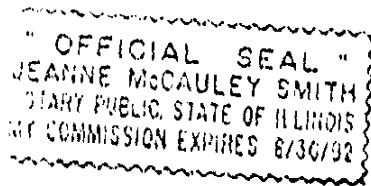
VERIFICATION

The Affiant, Ryan Washington, 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 Amended 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.

Ryan Washington

Subscribed and Sworn to
before me this 9th day
of October, 1990.

Jeanne McCauley Smith
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

PARCEL 1:

THE SOUTH 10 ACRES (EXCEPT THE EAST 370 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE) OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART OF AFORESAID 10 ACRES TAKEN FOR PUBLIC STREET, RECORDED MAY 22, 1916 AS DOCUMENT 5873765, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

THE SOUTH 300 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF A LINE THAT IS 370 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 33, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3:

THAT PART OF THE NORTH 51.50 FEET OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

BEGINNING THE SOUTH WEST CORNER OF SAID TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT, BEING THE NORTH LINE OF THE SOUTH 300.00 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 450.00 FEET; THENCE NORTHWESTERLY 86.43 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT WHICH IS 300.00 FEET EAST OF THE WEST LINE THEREOF; THENCE WEST ALONG SAID NORTH LINE (BEING THE NORTH LINE OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 380.00 FEET TO WEST LINE OF SAID TRACT; THENCE SOUTH ON SAID WEST LINE, 51.50 FEET TO THE POINT OF BEGINNING (BEING THE SOUTH WEST CORNER OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

(EXCEPT THAT PART OF PARCEL 1 CONVEYED TO THE CITY OF CHICAGO DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 370.00 FEET AND THE NORTH LINE OF WEST 87th STREET; THENCE WEST ALONG THE NORTH LINE OF WEST 87th STREET 15.00 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF THE EAST 370.00 FEET, 15 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING)

(END)

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UNOFFICIAL COPY

88451728

MORTGAGE
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

5/00

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT made September 29, 1988, by and between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated June 27, 1986 known as Trust No. 67592 and not personally ("Mortgagee") whose place of business is in Chicago, Illinois

and
AETHA LIFE INSURANCE COMPANY, a Connecticut corporation, ("Mortgagee"), whose place of business is in Hartford, Connecticut.

RECORDED
1988 OCT -3 AM 11:04
88451728

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited the receipt of which is hereby acknowledged, Mortgagee hereby irrevocably grants, remises, releases, transfers, conveys and mortgages in Mortgagee and its successors and assigns, under and subject to the terms and conditions hereinafter set forth, the real property, located in the City of Chicago, County of Cook, State of Illinois, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), subject to the right, power and authority hereinafter given to Mortgagee to collect and apply such rents;

TOGETHER WITH, all leasehold estate, right, title and interest of Mortgagee in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagee thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature

TOGETHER WITH, all right, title and interest of Mortgagee in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH, all interests, estate or other claims, both in law and in equity, which Mortgagee now has or may hereafter acquire in the Property;

TOGETHER WITH, all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same;

TOGETHER WITH, all right, title and interest of Mortgagee, now owned or hereafter acquired, in and to any (and lying within the right-of-way, or any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and pores or land adjacent to or used in connection with the Property.

TOGETHER WITH, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements (the "Improvements");

TOGETHER WITH, all right, title and interest of Mortgagee in and to all tangible personal property (the "Personal Property") owned by Mortgagee and now or at any time hereafter located on or at the Property or used in connection therewith including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or door and all other equipment)

70-61-453 (CDA)

AND MAIL TO:
C/O Sunbeam, Coelco North Row, Chicago IL 60606

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