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California, Chicago, Illinois, legally described as follows:

owners of certain real estate commonly known as 7351 N.

2. That SAMUEL SUKIN and JEAN SUKIN, his wife, are the

County of Cook and State of Illinois.

corporation in the business of roofing in the City of Chicago,

1. The plaintiff, BECKER ROOFING COMPANY is an Illinois

1972 AND RECORDED AS DOCUMENT NO. 21920836, as follows:

CHICAGO TITLE & TRUST COMPANY, UNDER TRUST DEED DATED MAY 2,

complaints of the defendants, SAMUEL SUKIN AND JEAN SUKIN and

and through its attorneys, MARTIN & LANCAZES, LTD., and

Now comes BECKER ROOFING COMPANY, Illinois corporation, by

COMPLAINT FOR FORECLOSURE OF MECHANICS LIEN

Defendants:

SAMUEL SUKIN, JEAN SUKIN,
CHICAGO TITLE & TRUST UNDER
TRUST DEED, DATED MAY 2, 1972
AND RECEIVED UNDER DOCUMENT
NO. 21920836

Plaintiff,

BECKER ROOFING COMPANY,
an Illinois corporation,

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT - CHANCERY DIVISION

DEPT-D1 RECORDING

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COOK COUNTY RECORDER

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STATE OF ILLINOIS

COUNTY OF COOK

ss:

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LOT 16 AND THE SOUTH 12.5 FEET OF LOT 15, BLOCK 2, MITCHELL AND SCOTT'S CALIFORNIA LTVARVIS' ADDITION TO ROGERS PARK, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS. 10-25-417-042

3. That pursuant to a written contract entered into between the Plaintiff and the Defendant dated March 16, 1988, a copy of said contract being attached hereto as Exhibit A hereof, the Plaintiff performed certain roofing work upon the premises located at 7351 N. California, Chicago, Illinois. Said work was done at the request of the Plaintiff for an agreed upon price of \$4,800, said amount to be paid in twelve (12) installments of \$400.00 commencing upon completion of the work required under the contract.

4. The Plaintiff has performed and completed all of the work agreed upon on or about October 2, 1988. That the Plaintiff performed said labor and furnished said materials as provided by said written contract and that the same was performed and furnished towards and actually used in the improvement of the real estate located at 7351 N. California, Chicago, Illinois.

5. That the Plaintiff performed all of the conditions of the said contract within the time required and in a workmanlike and satisfactory manner.

6. On October 2, 1988, the Plaintiff became entitled to receive from the Defendant the sum of \$400.00 as the first of the agreed upon installment payments. That thereafter the

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Plaintiff was entitled to receive the balance as required pursuant to the terms of the contract. That Plaintiff duly demanded payment but the Defendants SAMUEL SULKIN AND JEAN SULKIN paid \$800.00 and refused and failed to pay the balance.

7. That no action or proceeding has been commenced by the Plaintiff for the recovery of said money.

8. On November 3, 1989, the Plaintiff filed a Notice of Lien in writing in the Office of the Clerk of the County of Cook, State of Illinois against the aforementioned real property for the sum of \$4,000.00 for labor performed and materials furnished pursuant to Exhibit A hereof.

9. That said Notice of Lien, a copy of which is attached as Exhibit B hereof, was duly verified and complied in all respects with the requirements of the Illinois Mechanics Lien Statute. That each of the statements contained in the Lien Notice are true. That on November 3, 1989, a Notice of Lien was duly recorded in the Office of the Recorder of Deeds of Cook County, State of Illinois under Document No. 89 524208.

10. That said lien had not been cancelled or otherwise discharged.

11. That the Defendant, CHICAGO TITLE AND TRUST, holds a Mortgage Lien based upon a mortgage dated May 2, 1972, recorded May 31, 1972, in the Office of the Recorder of Deeds of Cook

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County, Document No. 21920836. That said Defendant has an interest in said property or otherwise appears of record and therefore is made parties of interest to this action. The Plaintiff's interest upon the real estate is due to the Plaintiff's Lien. That no action has been brought by the Plaintiff for the foreclosure of said lien. That no other person or persons filed mechanics lien against said property or any part thereof, nor have subsequent liens or claims by judgment, mortgage or conveyance been made or filed or rendered against said real property or any part thereof.

12. That subsequent to the filing of Plaintiff's mechanic lien and due to the demands of the Plaintiff's legal representative, the Defendants, SAMUEL SULKIN AND JEAN SULKIN made a payment of \$670.00 towards the arrearage and promised to pay the balance through a payment plan. Said Defendants have not complied with their promise to pay said balance pursuant to a payment plan. That after giving the Defendants, SAMUEL SULKIN AND JEAN SULKIN all due credit for the payments having been made, there is a balance due and owing the Plaintiff in the sum of \$3,330.00 plus interest from the date of this contract at the statutory rate of nine (9%) percent in the amount of \$360.00 for a total amount of \$3,690.00.

WHEREFORE, Plaintiff prays:

A. That the amount due on Plaintiff's lien on principal and interest be ascertained and adjudged and that judgment in

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A. That the amount due on Plaintiff's lien on principal

WHEREFORE, Plaintiff prays:

a total amount of \$3,690.00.
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of \$3,330.00 plus interest from the date of this contract at the
made, there is a balance due and owing the Plaintiff in the sum
AND JEAN SUKIN all due credit for the payments having been
a payment plan. That after giving the Defendants, SAMUEL SUKIN
not complied with their promise to pay said balance pursuant to
pay the balance through a payment plan. Said Defendants have
made a payment of \$670.00 towards the arrearage and promised to
representative, the Defendants, SAMUEL SUKIN AND JEAN SUKIN
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12. That subsequent to the filing of Plaintiff's mechanic

against said real property or any part thereof.
judgment, mortgage or conveyance been made or filed or rendered
any part thereof, nor have subsequent liens or claims by
person or persons filed mechanics lien against said property or
Plaintiff for the foreclosure of said lien. That no other
Plaintiff's lien. That no action has been brought by the
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County, Document No. 21920836. That said Defendant has an

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so far as the amount of such money properly applicable to pay any deficiency that may remain after applying all said monies so applicable thereof.

F. That the Plaintiff have costs and disbursements of this action.

G. That Plaintiff have such other relief as the Court appears equitable and proper.

BECKER ROOFING COMPANY,
an Illinois Corporation,
Plaintiff,

By: 

One of its Attorneys

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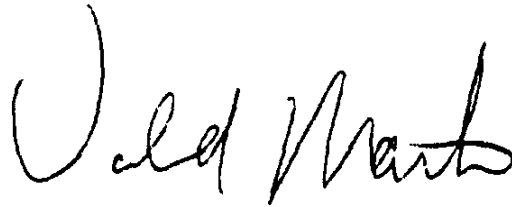
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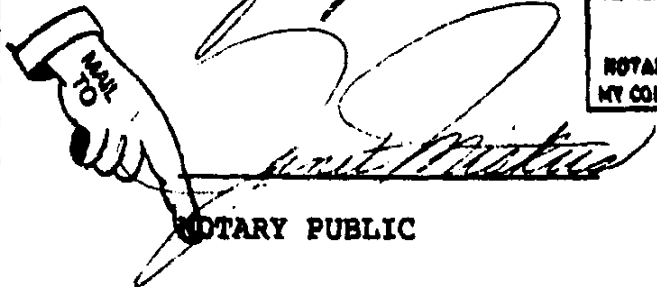
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

DONALD MARTIN being first duly sworn on oath deposes and states that he is the attorney for the Plaintiff, BECKER ROOFING COMPANY, an Illinois Corporation, has read the above and foregoing Complaint by him subscribed, knows the contents thereof and the same is true and correct to his best knowledge and belief.



DONALD MARTIN

Subscribed and sworn to before me this 20th day of July, 1990.


NOTARY PUBLIC

OFFICIAL SEAL
JANET PUSKAS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 13, 1993

MARTIN & KARCAZES, LTD.
150 N. Wacker, Suite 2950
Chicago, Illinois 60606
332-4550
Attorney No. 80461

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