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THE AMERICAN INSTITUTE OF ARCHITECTS



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FEB 21 1991
GENCON BLDG. CORP.



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AIA Document A311

DEPT-01 RECORDING

\$18.29

Gencon Building Corp.
810 ARLINGTON HTS RD.
ITASCA, IL. 60143

Performance Bond

T#3333 TRAN 6665 03/05/91 12:08:00
#3746 + C *-91-097380
COOK COUNTY RECORDER

Bond # M01R-726170

KNOW ALL MEN BY THESE PRESENTS, that **GENCON BUILDING CORPORATION**
(Here insert full name and address or legal title of Contractor)
810 ARLINGTON HEIGHTS RD., ITASCA, IL. 60143
as Principal, hereinafter called Contractor, and, **Peer Team Insurance Company**
(Here insert full name and address or legal title of Surety)
62 Maple Avenue, Keene, NH 03431
as Surety, hereinafter called Surety, are held and firmly bound unto **Wal-Mart Stores, Inc.**
(Here insert full name and address or legal title of Owner)
701 South Walton Blvd., Bentonville, Arkansas 72716
as Obligee, hereinafter called Owner, in the amount of
Three Million Five Hundred Twenty Five Thousand One Hundred
Twelve and No/100-----
Dollars (\$***\$3,525,112.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **GENCON BUILDING CORPORATION**

Contractor has by written agreement dated 02/13/91 19 , entered into a contract with Owner for
(Here insert full name, address and description of project)
New Construction of Wal-Mart Store #1681, Mount Prospect, IL
940 E. MT. PROSPECT PLAZA
MT. PROSPECT, IL. 60056
in accordance with Drawings and Specifications prepared by **BSW Architects**
(Here insert full name and address or legal title of Architect)
1412 South Boston, Suite 400, Tulsa, OK 74119

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

189 Mark

BASED ON FINAL CONTRACT PRICE

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2010-2011 FISCAL YEAR

PROPERTY TAX

PROPERTY TAX

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BASED ON 2011 CONTRACT PRICE

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PERFORMANCE BOND 3 3 0

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 13th day of February 19 91

Mare Saliner
Witness

Gencor Building Corporation

Joseph T. Valrose
President

Pamela Reddick
Witness

Peerless Insurance Company

Mark R. Mailey
Attorney-In-Fact

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AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Bond #M018-728170

KNOW ALL MEN BY THESE PRESENTS, that **GENCON BUILDING CORPORATION**
(Here insert full name and address or legal title of Contractor)
810 ARLINGTON HEIGHTS RD., ITASCA, IL, 60143

as Principal, hereinafter called Principal, and, **Peoples Insurance Company**
(Here insert full name and address or legal title of Surety)
62 Maple Avenue, Keene, NH 03431

as Surety, hereinafter called Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

Wal Mart Stores, Inc.
701 South Walton Blvd., Bentonville, Arkansas 72716

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount
of **Three Million Five Hundred Twenty Five Thousand One Hundred
Twelve and No/100-----**
(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$***,525,112.00)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, GENCON BUILDING CORPORATION

Principal has by written agreement dated **February 13, 1991**, entered into a contract with Owner for
(Here insert full name, address and description of project)
New Construction of Wal-Mart Store #1681, Mount Prospect, IL

in accordance with Drawings and Specifications prepared by **HSW Architects**
(Here insert full name and address or legal title of Architect)

1412 South Boston, Suite 400, Tulsa, OK 74119

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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LABOR AND MATERIAL PAYMENT BOND

NOW WHEREAS THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a. Unless claimant other than one having a direct contract with the Principal shall have given written notice to any two of the following: the Principal, the Owner, or the Surety, above named, within ninety (90) days after such claimant's work or performed the last of the work or labor, or furnished the last of the materials or materials used or reasonably required for use in the Contract;

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b. After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c. Other than in a state court of competent jurisdiction and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

d. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens, which may be filed or record against said materials, whether or not claim for the amount of such lien be presented under and according to the bond.

Signed and sealed this 13th day of

February, 1991

Marie Schner
Secretary

Gencor Building Corporation

Joseph V. Valrose
 President

Pamela Reddish
Secretary

Peerless Insurance Company

Mark R. Malley
 Attorney-in-Fact

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May 1, 1991

Mark R. Malley and/or Susan Malley and/or Lee Spino and/or Stephen J. Leite

Holingbrook

Illinois

bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof:

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NOTICE OF THE DEATH OF THE WIFE OF JAMES H. BROWN

I, the undersigned, Clerk of the Court of Probate for the County of Cook, State of Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said Court.

In Witness Whereof

X

DEED OF THE COURT OF PROBATE

FOR THE COUNTY OF COOK, STATE OF ILLINOIS

Witness my hand and the seal of said Court at Chicago, Illinois, this **29th** day of **June** 18**90**.

DEEDS IN THE COURT OF PROBATE

James H. Brown

James H. Brown

James H. Brown

James H. Brown

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

29th

June

90

I, the undersigned, Clerk of the Court of Probate for the County of Cook, State of Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said Court.

Witness my hand and the seal of said Court at Chicago, Illinois, this 29th day of June 1890.

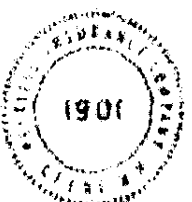


James H. Brown

91097380

I, the undersigned, Clerk of the Court of Probate for the County of Cook, State of Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said Court.

Witness my hand and the seal of said Court at Chicago, Illinois, this **13th** day of **February** 18**91**.



James H. Brown

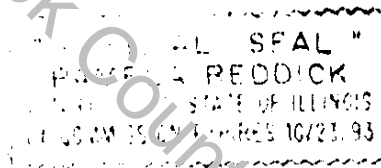


SURETY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF WILL) SS:

On this 13th day of February in the year 1991, before me personally came MARK R. MALLEY to me known, who, being by me duly sworn, did depose and say that he resides in BOLINGBROOK, ILLINOIS; that he is the ATTORNEY-IN-FACT of the PEERLESS INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Handwritten signature of Pamela Reddick
Notary Public

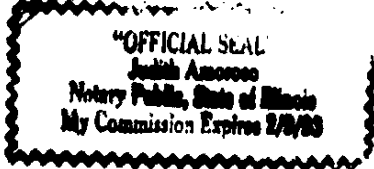


(When the principal is a corporation the following acknowledgment should be used)

STATE OF Illinois)
COUNTY OF Du Page) SS:

On this 22nd day of February in year 1991, before me personally came Joseph T. Welrose to me known, who, being by me duly sworn, did depose and say that he resides in Kildeer, Illinois; that he is the President of the Mason Building Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

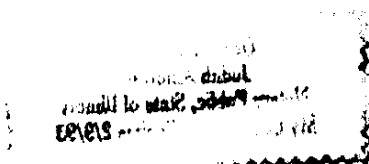
Handwritten signature of Joseph T. Welrose
Notary Public



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LEGAL DESCRIPTION

PARCEL A - PHASE II

THAT PART OF LOT 1 (EXCEPTING THEREFROM THOSE PARTS THEREOF TAKEN FOR THE DEPARTMENT OF TRANSPORTATION BY CONDEMNATION REGISTERED AS DOCUMENT NUMBER 3201616); ALSO (EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR CENTENNIAL SUBDIVISION BY PLAT REGISTERED AS DOCUMENT NUMBER 3202476) IN PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 16, 1979, AS DOCUMENT NUMBER 3104778 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 29 DEGREES 45 MINUTES 10 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, BEING ALSO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF RAMP ROAD AS DEDICATED BY DOCUMENT NUMBER 3104778, A DISTANCE OF 296.41 (RECORD = 297.66) FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE ON A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,072.46 FEET, FOR AN ARC DISTANCE OF 730 FEET; THENCE NORTH 20 DEGREES 56 MINUTES 31 SECONDS EAST, 615.26 FEET TO THE SOUTHWEST CORNER OF CENTENNIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 11, 1981 AS DOCUMENT NUMBER 3202476; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF CENTENNIAL SUBDIVISION AFORESAID, 234.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 IN PLAZA SUBDIVISION; THENCE NORTH 83 DEGREES 39 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE, 832.35 (RECORD = 832.55) FEET TO THE POINT OF BEGINNING.
CONTAINING 9.13 ACRES OF LAND, MORE OR LESS.

P. I. D. #03-35-302-012-000

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