

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

**SUBCONTRACTOR'S CLAIM FOR LIEN
(PRIVATE CONSTRUCTION)**

IN THE OFFICE OF THE
RECORDER OF DEEDS
COOK COUNTY, ILLINOIS

RECORDED
INDEXED
1989
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THE UNDERSIGNED LIEN CLAIMANT, M. J. CORBOY COMPANY, 1600 DePrizio, Melrose Park, Illinois 60160, hereby files a claim for Mechanics' Lien against MKDG/BUCK 123 PARTNERSHIP, 40th Floor, 200 South Wacker Drive, Chicago, Illinois 60606 ("Developer"); SCHAL ASSOCIATES, INC., 8th Fl., 200 West Hubbard Street ("Contractor"); JAMES H. ANDERSON, INC., 2030 Janice Avenue, Melrose Park, Illinois ("Subcontractor"); AMERICAN MEDICAL ASSOCIATION, 515 North State Street, Chicago, Illinois 60610 ("Lessee") and LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated November 21, 1986 and known as Trust No. 111774, 135 S. LaSalle, Chicago, Illinois 60603, ("Owner"), and all other persons having or claiming an interest in the below described real estate, and states as follows:

1. From and after December 13 1988, owner owned the following described land in the County of Cook, State of Illinois, to wit:

Lots 1 through 12, both inclusive, together with the vacated East - West alley South of and adjoining said Lots 1 through 6 and lying North of and adjoining said Lots 7 through 12, in Block 15 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 515 North State Street, Chicago, Illinois; having the following permanent index number 17-10-123-001-012 hereinafter together with all improvements referred to as the "premises"; and

2. On information and belief, on or before May 10, 1989 Owner, or one knowingly permitted to do so by Owner, entered into a contract with contractor wherein Contractor was to provide labor, materials and fixtures for the construction of improvements to and for the benefit of the premises; or, in the alternative

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3. On information and belief, on or before May 10, 1989, Lessee with the knowledge and consent of Owner, or one knowingly permitted to do so by Lessee, entered into a contract with Contractor wherein Contractor was to provide labor, materials and fixtures for the construction of improvements to and for the benefit of the premises; and

4. On or before May 10, 1989, Contractor entered into a subcontract with Subcontractor to provide all labor, material, equipment and supervision to furnish and install a complete HVAC system and related items to and for the benefit of the premises;

5. On or about May 10, 1989, Subcontractor entered into a sub-subcontract with Lien Claimant to furnish all labor, equipment, material and fixtures to furnish and install piping and refrigeration work in the amount of \$1,550,000 to and for the benefit of the premises; and

6. At the special instance and request of subcontractor, Lien Claimant furnished extra and additional materials to and extra and additional labor for said premises of the amount of \$747,993.50; and

7. Lien Claimant substantially completed all required by said contract and extras to be done in the amount of \$2,297,993.50; and

8. On information and belief, the labor, materials, supplies, equipment and services for said work and in the improvement of the aforementioned premises performed and supplied by lien claimant was done by and with the knowledge and consent of the owner of the beneficial interest in the above named Trust holding record title to the premises; and

9. Subcontractor is entitled to credits on account thereof for payments totalling \$2,151,802.24, leaving due, unpaid and owing to lien claimant, after allowing all credits, the sum of \$146,191.26 for which, with interest, lien claimant claims a lien on:

a. the premises and improvements and on monies or other considerations due or to become due from Owner under said contract between Contractor and Owner or from Contractor under said contract between Subcontractor and Contractor; or in the alternative

b. Lessee's interest in the premises and/or the improvements thereon and on monies or other considerations due or to become due from lessee under said contract between Contractor and Lessee or from Contractor under said contract between Subcontractor and Contractor; and

