

# UNOFFICIAL COPY

EXHIBIT C 1 / 0 9 2 6 91170926

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

DEPT-01 RECORDING 815.29  
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Stipulation Re Waiver of Mechanic's Lien COOK COUNTY RECORDER

THIS AGREEMENT made this 15 day of April, 1991 by and between American Medical Association (hereinafter referred to as AMA) and Edison Construction Company (hereinafter referred to as Contractor),

**W I T N E S S E I H: THAT**

WHEREAS, contemporaneously herewith AMA and CONTRACTOR have entered into an Agreement for the construction of certain construction work by Contractor for AMA on the property at 515 North State in the City of Chicago, County of Cook, Illinois, which premises are more particularly described as follows:

515 N. State Street, Chicago, Illinois, with a legal description of:

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.

PIN: 17-10-123-001 through 17-10-123-012

WHEREAS, Section 3A of said construction contract provides as follows:

The Contractor does hereby fully and completely waive and release, for himself, his heirs, successors and assignees, and for all his subcontractors and their respective subcontractors, any and all claims of, or right to, mechanic's lien, under the statutes of Illinois, against, or with respect to, the premises described as:

515 N. State Street, Chicago, Illinois, with a legal description of:

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.

PIN: 17-10-123-001 through 17-10-123-012

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or any part thereof, or any improvement thereon, or with respect to the estate or interest of any person whatsoever in the said premises or improvements, or any part thereof, or with respect to any material, fixtures, apparatus, or machinery furnished or to be furnished to the said premises pursuant to this Contract, or with respect to any moneys or other considerations which may be due at any time hereafter from the AMA to the Contractor, which claim of lien might be asserted by reason of the doing, making or furnishing, heretofore or at any time hereafter, by the Contractor, his successor, assignees, materialmen, subcontractors, or sub-subcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the above-described premises or the improvements thereon.

The Contractor further agrees that upon the completion of the performance of this Contract, the above-described premises shall be free and clear of any mechanic's liens, not only of the Contractor but also of any and all of the subcontractors, materialmen, laborers or sub-subcontractors who may furnish any labor, material, services, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with, or to, the above-described premises in connection with the improvements referred to in this Contract, whether such liens relate to the above-described premises or to any moneys or other considerations which may be due at any time hereafter from the AMA to the Contractor, or from AMA or the Contractor to any of the subcontractors or to any of the sub-subcontractors or materialmen or laborers.

The Contractor further agrees that the effect of this waiver shall not be impaired, affected or diminished by the provisions of this Contract relating to the production, from time to time, of written waivers of liens, nor by any other provisions apparently inconsistent with this waiver.

NOW, THEREFORE, in consideration of the premises and the execution of the aforesaid Contract by each of the parties hereto, AMA and Contractor hereby agree that the legal effect of the contract between them is that no lien or claim may be filed or maintained by anyone, and to give statutory notice to this effect, this Agreement shall be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

THE UNDERSIGNED HEREBY certifies that no work has been performed nor material prepared or delivered pursuant to the aforementioned contract on or before the date of the execution of said Contract.

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