

91225840

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, MECHANIC'S LIEN DIVISION

DONALD B. MACNEAL, INC., an)
Illinois corporation,)

Plaintiff,)

v.)

No. 91 CH C4305

LASALLE NATIONAL BANK, not)
personally but as trustee under)
Trust No. 114361, dated May 1,)
1989, JEPP CORPORATION, SCHWEN-)
DENER CONSTRUCTION COMPANY, INC.,)
TEACHERS RETIREMENT SYSTEM OF THE)
STATE OF ILLINOIS, ZELLER LAKE)
LIMITED PARTNERSHIP AND UNKNOWN)
OWNERS,)

Defendants.)

. DEPT-01 RECORDING \$41.
. T45555 TRAN 0118 05/13/91 14:03:00
. #4865 + E *-91-225840
. COOK COUNTY RECORDER

91225840

LIS PENDENS NOTICE

I, the undersigned, one of the attorneys of record for Plaintiff, do hereby certify that a Verified Complaint To Foreclose Mechanic's Lien in the above entitled cause was filed in the Office of the Clerk of the Circuit Court of Cook County, Illinois, County Department, Mechanics Lien Division, on May 9, 1991, and is now pending in said court and that the property affected by said cause is described in Exhibit A attached hereto and incorporated herein.

This instrument prepared by and should be mailed to: John J. Vondran, Esq., Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

41 +
mact

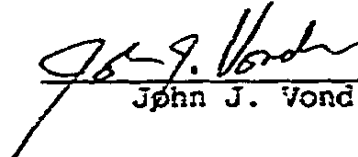
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The undersigned certifies that a true and correct copy of the aforementioned Verified Complaint To Foreclose Mechanics Lien is attached hereto and incorporated herein as Exhibit 3.

DATED: May 13, 1991.

By:



John J. Vondran

David N. McBride
John J. Vondran
John P. McCabe
ROSS & HARDIES
150 N. Michigan Avenue
Suite 2500
Chicago, IL 60601
(312) 558-1000
Atty. No. 25417

Property of Cook County Clerk's Office

91225840

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EXHIBIT A

Lots 1, 2, and the East 1/4 of Lot 3,
in Block 31, in the original town of
Chicago in Section 9, Township 39
North, Range 14 East of the Third
Principal Meridian, in Cook County,
Illinois.

Commonly known as 301 West Lake
Street, Chicago, Illinois.

P.I.N. 17-09-428-008

Property of Cook County Clerk's Office

91225840

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, MECHANIC'S LIEN DIVISION

DONALD B. MACNEAL, INC., an)
Illinois corporation,)
)
Plaintiff,)

v.)

No. 91 CH 04305

LASALLE NATIONAL BANK, not)
personally but as trustee under)
a Trust Agreement dated May 1,)
1989 and known as Trust No. 114361;)
JEPP CORPORATION, SCHWENDENER)
CONSTRUCTION COMPANY, INC.;)
TEACHERS RETIREMENT SYSTEM OF)
THE STATE OF ILLINOIS, ZELLER)
LAKE LIMITED PARTNERSHIP and)
UNKNOWN OWNERS,)
Defendants.)

VERIFIED COMPLAINT TO FORECLOSE MECHANIC'S LIEN

DONALD B. MACNEAL, INC. ("MACNEAL") by and through its
attorneys, ROSS & HARDIES, complains as follows:

COUNT I

As and for its first cause of action, MACNEAL
respectfully states:

1. MACNEAL files this Complaint to Foreclose

Mechanic's Lien and joins the following parties as defendants:

LASALLE NATIONAL BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER A
TRUST AGREEMENT DATED MAY 1, 1989, AND KNOWN AS TRUST NO.
114361.

JEPP CORPORATION, an Illinois corporation,

91225840

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SCHWENDENER CONSTRUCTION COMPANY, INC., an Illinois corporation,

TEACHERS RETIREMENT SYSTEM OF THE STATE OF ILLINOIS,

ZELLER LAKE LIMITED PARTNERSHIP, a limited partnership, and

UNKNOWN OWNERS.

2. MACNEAL is an Illinois corporation which is engaged in the business of providing construction equipment with its principal place of business at 12100 South Loomis, Chicago, Illinois.

3. LASALLE NATIONAL BANK, not personally, but as trustee under a Trust Agreement dated May 1, 1989 and known as Trust No. 114361 ("LASALLE"), is the legal title holder in fee simple to the following described real estate:

Lots 1, 2, and the East 1/4 of Lot 3, in Block 31, in the original town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 301 West Lake Street, Chicago, Illinois. ("the property in question")

4. Upon information and belief, ZELLER LAKE LIMITED PARTNERSHIP ("ZELLER") is the beneficiary to Trust No. 114361, dated May 1, 1989.

5. Upon information and belief, TEACHERS RETIREMENT SYSTEM OF THE STATE OF ILLINOIS ("TEACHERS") holds a mortgage on the property in question.

6. Upon information and belief, prior to MACNEAL'S furnishing of construction equipment and fuel, SCHWENDENER

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CONSTRUCTION COMPANY, INC. ("SCHWENDENER"), as general contractor, entered into a contract with LASALLE and/or its agents whereby SCHWENDENER was to construct certain improvements for and upon the property in question. MACNEAL does not have a copy of said contract.

7. Upon information and belief, in order to carry out the terms of its agreement with LASALLE, SCHWENDENER, as general contractor, entered into a subcontract with JEPP CORPORATION ("JEPP") in connection with the construction and improvement upon the property in question. MACNEAL does not have a copy of said contract.

8. In order to carry out the terms of its subcontract with SCHWENDENER, JEPP, as subcontractor, entered into certain contracts with MACNEAL under which MACNEAL furnished construction equipment and fuel in connection with the construction of improvements upon the property in question. True and correct copies of said contracts to supply construction equipment and a true and correct copy of the invoice for the fuel supplied are attached hereto as Exhibit A. The fuel was supplied on or about October 30, 1990. The aforementioned contracts to supply construction equipment were completed on November 15, 1990, November 29, 1990, December 2, 1990 and December 8, 1990.

9. All of the construction equipment and fuel supplied by MACNEAL were incorporated in said improvements and constitute a permanent and valuable improvement of the property in question.

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10. The agreed and reasonable value of the construction equipment and fuel supplied by MACNEAL is \$54,698.18.

11. MACNEAL has not been paid any amount of the \$54,698.18 as of the date of the filing of this Complaint. By reason of the non-payment of such sum, MACNEAL is entitled to, and does claim a mechanic's lien on the property in question for \$54,698.18 plus interest as permitted by statute.

12. On February 27, 1991, MACNEAL mailed by certified mail, return receipt requested, a notice of claim for lien to LASALLE, TEACHERS and ZEILER. A copy of such Notice Of Claim for Lien is attached hereto and made a part hereof as Exhibit B.

13. The property in question is also subject to the interest of the following claimants, the nature of such interests are unknown: UNKNOWN OWNERS.

14. The interests of the claimants described in Paragraph 11 are subject, subordinate and inferior to the rights of MACNEAL.

WHEREFORE, DONALD B. MACNEAL, Inc. prays for the entry of an Order:

- a. Directing that an accounting be taken as to the amount due MACNEAL herein and ordering defendant, JEPP CORPORATION to pay the same to MACNEAL within a date certain;
- b. Decree that MACNEAL be entitled to a Mechanic's Lien with respect to the property in question for the amount found due to it;

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- c. Appoint a receiver for the property in question;
- d. Directing that in case of non-payment of the amount found due to MACNEAL within three (3) days from the entry of a judgment, the property in question be sold to satisfy such amount, interest and costs;
- e. Directing that MACNEAL'S attorneys' fees be included in such judgment;

Directing that in case of such sale and failure to redeem therefrom and pursuant to law, LASALLE NATIONAL BANK, not personally but as trustee under a Trust Agreement dated May 1, 1989 and known as Trust No. 114361, TEACHERS RETIREMENT SYSTEM OF THE STATE OF ILLINOIS, ZELLER LAKE UNLIMITED PARTNERSHIP, UNKNOWN OWNERS and all persons claiming through and/or under them be forever barred and foreclosed of all right to equity of redemption for the property in question;

- g. Directing that in case the sale does not produce enough proceeds to pay MACNEAL'S claim, MACNEAL be awarded a money judgment against the defendants personally liable; and
- h. For such further relief as the Court shall deem just and proper.

COUNT II

As and for a second cause of action, MACNEAL respectfully states:

1-10. MACNEAL hereby adopts and incorporates by reference paragraphs 1-10, inclusive, of Count I of this Complaint as Paragraphs 1-10, inclusive, of Count II of this Complaint.

11. MACNEAL has not received any payment for the

construction equipment and fuel provided, thus, leaving a balance that is now due and owing to MACNEAL in the sum of \$54,698.18.

12. MACNEAL has performed all conditions precedent required to be performed by it under its foregoing agreement with JEPP. JEPP has breached such agreement by failing to pay MACNEAL the aforescribed balance. Accordingly, MACNEAL is entitled to the entry of a judgment against JEPP CORPORATION in the amount of \$54,698.18 plus interest permitted by statute.

WHEREFORE, DONALD B. MACNEAL, Inc. prays for the entry of an Order awarding it a judgment in the amount of \$54,698.18 plus interest as permitted by statute against JEPP CORPORATION; awarding MACNEAL its costs and attorneys' fees in bringing this action; and for such further relief as the Court shall deem just and proper.

COUNT III

As and for a third cause of action, MACNEAL respectfully states:

1-10. MACNEAL hereby adopts and incorporates paragraphs 1-10, inclusive, of Count I of this Complaint as paragraphs 1-10, inclusive, of Count III of this Complaint.

11. LASALLE, TEACHERS and ZELLER have benefited from the construction equipment and fuel supplied at the property in

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question by MACNEAL, thereby permanently improving the property in question.

12. MACNEAL has received no payments with regard to the construction equipment or fuel provided at the property in question thus leaving an unpaid balance in the amount of \$54,698.18, which is now due and owing to MACNEAL.

13. As a result of the foregoing, LASALLE, TEACHERS and ZELLER have been unjustly enriched to the detriment of MACNEAL in the amount of \$54,698.18.

WHEREFORE, DONALD B. MACNEAL, Inc. prays for the entry of an Order awarding it \$54,698.18 against LASALLE NATIONAL BANK, not personally, but as trustee under Trust No. 114361, dated May 1, 1989, TEACHERS RETIREMENT SYSTEM OF THE STATE OF ILLINOIS and ZELLER LAKE LIMITED PARTNERSHIP and awarding MACNEAL its costs and attorneys' fees in bringing this action; and for such further relief that the Court shall deem just and proper.

Respectfully submitted,

DONALD B. MACNEAL, INC.

By John J. Vondran
One of Its Attorneys

David N. McBride
John J. Vondran
John P. McCabe
ROSS & HARDIES
150 North Michigan Avenue
Suite 2500
Chicago, IL 60601
(312) 558-1000
Atty No. 25417

91225840

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

VERIFICATION

I, Bruce D. MacNeal, being first duly sworn, depose and state that I am vice president of Donald B. MacNeal, Inc., an Illinois corporation; that I have reviewed the foregoing Verified Complaint to Foreclose Mechanic's Lien; and that all the allegations of fact contained therein, to the best of my knowledge, information and belief are accurate and true.

Bruce D. MacNeal

Bruce D. MacNeal

SUBSCRIBED AND SWORN to
before me this 9th day of
May, 1991.

John J. Vondran
NOTARY PUBLIC
"OFFICIAL SEAL"
JOHN J. VONDRAN
Notary Public, State of Illinois
My Commission Expires 11/30/92

ROSS & HARDIES
150 North Michigan Avenue
Suite 2500
Chicago, Illinois 60603
(312) 558-1000
Attorney Number: 25417

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CRAWLER — MOBILE — BUCKETS — FLOATS

Pullman 5-3411-2

DONALD B. MacNEAL, INC.
CRANE SPECIALISTS

12100 S. LOOMIS

CHICAGO 43, ILL

Customer's Order No. _____ Date Oct. 30 1990
Name Jepp. Corp
Address LAKE + Franklin

SALES	CASH	C.O.D.	CHARGE	ON ACC.	AGE 15D.	PAY OR
QUAN	DESCRIPTION	PRICE	AMOUNT			
<u>1</u>	<u>110 GALS FUEL @</u>	<u>1.54</u>	<u>165.00</u>			
	<u>Delivery Charge</u>		<u>25.00</u>			
			<u>190.00</u>			

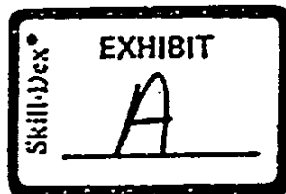
[Signature]

All claims and returned goods MUST be accompanied by the bill

502

Rec'd by _____

EVERYTHING SUPPLY CHICAGO, ILLINOIS



91225840

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DONALD B. MacNEAL, INC.
CRANE SPECIALIZING

12100 S. LOOMIS STREET

CHICAGO, ILLINOIS 60643

Phone: 785-3411

STANDARD SHORT TERM

CRANE RENTAL AGREEMENT

Date Nov. 14, 1990 Phone 708-983-6798 P.O. No. _____ Inv. No. _____

Customer's Name Jepp Corp. _____ Lessee

Address _____ City and State _____

Job Name Franklin & LAKE

Location By 100T DeMag

Crane No. 20T 596 Boom Length _____ Jib Length _____

Operator RICH COOK Oiler _____ Weather Conditions _____

Accessorial Equip. Provided _____



The terms and conditions governing this rental as described on the reverse side are understood and agreed to:

Customer's Name Jepp Corp.

Date 11/14/90 By [Signature] Authorized Signature

Time Left for Job on job 7 a.m. Time Left Job _____

Time Arrived On Job _____ Time Arrived Yard _____

Describe Work Done _____



The above hours are verified to be correct.

Customer's Name Jepp Corp.

Date 11/15/90 By [Signature] Authorized Signature

Do Not Write in This Space — Office Use Only

15hr - 11/7
14hr - 11/13

29hrs @ 45/m

1305⁸⁸

Permit

11/200

91225840

TERMS AND CONDITIONS

The Lessor hereby leases the equipment described on the reverse side and furnishes operational personnel to the Lessee heretofore named subject to the following terms and conditions:

1. NO OTHER AGREEMENT: Except as otherwise mutually agreed in writing, this document is the complete agreement of the parties and supersedes all other agreements or understandings, written or oral.

2. INDEMNIFICATION: Lessee agrees that the equipment and all persons operating such equipment, including Lessor's employees, are under Lessee's exclusive jurisdiction, supervision and control and agrees to indemnify and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, and from all loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys fees and costs of settlement.

Lessee shall not be required to indemnify Lessor for its sole negligence, but, Lessor's liability for damage caused by the sole negligence of Lessor, its agents and employees, hereunder shall be limited to the amount of Lessor's liability insurance.

3. COMPETENT OPERATION BY LESSEE: Lessee agrees to provide competent and experienced personnel to direct the operation of the equipment and further agrees that the Standard Crane and Derrick Signals in accordance with American Standard B 30.2-1943 shall be used to direct the equipment at all times when applicable.

Lessee further agrees to use said equipment in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar equipment. Lessee expressly agrees that counterweight in excess of the manufacturer's specifications shall not be used.

4. EXCUSE OF PERFORMANCE: Any prevention, delay or stoppage due to strikes, lock-outs, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, domestic or foreign, riot, civil commotion, fire and other casualty and all other causes beyond the reasonable control of Lessor shall excuse Lessor's performance for a period equal to such prevention, delay, or stoppage.

Lessee hereby waives all claims against Lessor for any delay or loss of materials by reason of any shutdown, or failure of the equipment for any reason.

5. TERMS OF PAYMENT: Full payment for all charges is due upon billing.

6. CONFORMANCE TO ALL LAWS: Lessee agrees to use the equipment in strict compliance with all applicable rules, laws, regulations, and orders.

7. LIFTING LUGS: Lessee assumes all liability for the adequacy of design or the strength of any lifting lug or device embedded in or attached to any object.

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DONALD B. MacNEAL, INC.
CRANE SPECIALIZING

12100 S. LOOMIS STREET

CHICAGO, ILLINOIS 60643

Phone: 785-3411

STANDARD SHORT TERM .. CRANE RENTAL AGREEMENT

Date Oct. 19, 1990 Phone 708-983-6790 P.O. No. _____ Inv. No. _____

Customer's Name Jepp Corp. _____

Address _____ City and State _____

Job Name Parking deck Lake & Wacker

Location Put Crane Together in Back Yard

Crane No. 100T 220 Boom Length 140' 170' Jib Length _____

Operator Dis. Oiler Tom B. Weather Conditions _____

Accessorial Equip. Provided L

The terms and conditions governing this rental as described on the reverse side are understood and agreed to:

Customer's Name Jepp Corp.

Date 10/19/90 By [Signature] Authorized Signature

Time Left for Job 7 a.m. Time Left Job _____

Time Arrived On Job _____ Time Arrived Yard _____

Describe Work Done _____

The above hours are verified to be correct.

Customer's Name Jepp Corp.

Date 11/29/90 By [Signature] Authorized Signature

Do Not Write in This Space — Office Use Only

1 Mo. @ 6.500/Mo.	→	6500.00
18 Days @ 29.545/Day	→	5318.10
ERECT	→	1250.00
Disassemble	→	1250.00
CRANE IN	→	1000.00
CRANE OUT	→	1000.00

16318.18

Permit

TERMS AND CONDITIONS

The Lessor hereby leases the equipment described on the reverse side and furnishes operational personnel to the Lessee heretofore named subject to the following terms and conditions:

1. NO OTHER AGREEMENT: Except as otherwise mutually agreed in writing, this document is the complete agreement of the parties and supersedes all other agreements or understandings, written or oral.

2. INDEMNIFICATION: Lessee agrees that the equipment and all persons operating such equipment, including Lessor's employees, are under Lessee's exclusive jurisdiction, supervision and control and agrees to indemnify and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, and from all loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys fees and costs of settlement.

Lessee shall not be required to indemnify Lessor for its sole negligence, but, Lessor's liability for damage caused by the sole negligence of Lessor, its agents and employees, hereunder shall be limited to the amount of Lessor's liability insurance.

3. COMPETENT OPERATION BY LESSEE: Lessee agrees to provide competent and experienced personnel to direct the operation of the equipment and further agrees that the Standard Crane and Derrick Signals in accordance with American Standard B 30.2-1943 shall be used to direct the equipment at all times when applicable.

Lessee further agrees to use said equipment in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar equipment. Lessee expressly agrees that counterweight in excess of the manufacturer's specifications shall not be used.

4. EXCUSE OF PERFORMANCE: Any prevention, delay or stoppage due to strikes, lock-outs, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, domestic or foreign, riot, civil commotion, fire and other casualty and all other causes beyond the reasonable control of Lessor shall excuse Lessor's performance for a period equal to such prevention, delay, or stoppage.

Lessee hereby waives all claims against Lessor for any delay or loss of materials by reason of any shutdown, or failure of the equipment for any reason.

5. TERMS OF PAYMENT: Full payment for all charges is due upon billing.

6. CONFORMANCE TO ALL LAWS: Lessee agrees to use the equipment in strict compliance with all applicable rules, laws, regulations, and orders.

7. LIFTING LUGS: Lessee assumes all liability for the adequacy of design or the strength of any lifting lug or device embedded in or attached to any object.

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DONALD B. MacNEAL, INC.
CRANE SPECIALIZING

12100 S. LOOMIS STREET

CHICAGO, ILLINOIS 60643

Phone: 785-3411

STANDARD SHORT TERM

CRANE RENTAL AGREEMENT

Date 11/30/90 Phone 983-6798 P.O. No. Jim Inv. No. _____
 Customer's Name Jepp Corporation _____
 Address 1806 Farington City and State Naperville, IL 6054

Job Name Working Deck
 Location Lake & Franklin
 Crane No. 83T 82138 Boom Length _____ Jib Length _____
 Operator DAN Caller WALLER Weather Conditions _____
 Accessorial Equip. Provided _____



The terms and conditions governing this rental as described on the reverse side are understood and agreed to:

Customer's Name Jepp Corporation

Date 11/30/90 By _____ Authorized Signature

Time Left for Job 11:00 am Time Left Job _____

Time Arrived On Job _____ Time Arrived Yard afw

Describe Work Done _____



The above hours are verified to be correct.

Customer's Name Jepp Corporation

Date 12/2/90 By _____ Authorized Signature

Do Not Write In This Space -- Office Use Only

11/30 - 9.5
12/1 - 11.2 - 11.2
12/2 - 8.2 - 3.2

29 hrs @ 12.5/hr → 362.5⁰⁰

PERMIT → 75⁰⁰

3700⁰⁰

Permit

91225820
10/17

TERMS AND CONDITIONS

The Lessor hereby leases the equipment described on the reverse side and furnishes operational personnel to the Lessee heretofore named subject to the following terms and conditions:

1. NO OTHER AGREEMENT: Except as otherwise mutually agreed in writing, this document is the complete agreement of the parties and supersedes all other agreements or understandings, written or oral.

2. INDEMNIFICATION: Lessee agrees that the equipment and all persons operating such equipment, including Lessor's employees, are under Lessee's exclusive jurisdiction, supervision and control and agrees to indemnify and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, and from all loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys fees and costs of settlement.

Lessee shall not be required to indemnify Lessor for its sole negligence, but, Lessor's liability for damage caused by the sole negligence of Lessor, its agents and employees, hereunder shall be limited to the amount of Lessor's liability insurance.

3. COMPETENT OPERATION BY LESSEE: Lessee agrees to provide competent and experienced personnel to direct the operation of the equipment and further agrees that the Standard Crane and Derrick Signals in accordance with American Standard B 302-1943 shall be used to direct the equipment at all times when applicable.

Lessee further agrees to use said equipment in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar equipment. Lessee expressly agrees that counterweight in excess of the manufacturer's specifications shall not be used.

4. EXCUSE OF PERFORMANCE: Any prevention, delay or stoppage due to strikes, lock-outs, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, domestic or foreign, riot, civil commotion, fire and other casualty and all other causes beyond the reasonable control of Lessor shall excuse Lessor's performance for a period equal to such prevention, delay, or stoppage.

Lessee hereby waives all claims against Lessor for any delay or loss of materials by reason of any shutdown, or failure of the equipment for any reason.

5. TERMS OF PAYMENT: Full payment for all charges is due upon billing.

6. CONFORMANCE TO ALL LAWS: Lessee agrees to use the equipment in strict compliance with all applicable rules, laws, regulations, and orders.

7. LIFTING LUGS: Lessee assumes all liability for the adequacy of design or the strength of any lifting lug or device embedded in or attached to any object.

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8100 DONALD B. MacNEAL, INC. ☺
 CRANE SPECIALIZING
 12100 S. LOOMIS STREET CHICAGO, ILLINOIS 60643 Phone: 785-3411

STANDARD SHORT TERM CRANE RENTAL AGREEMENT

Date: Nov. 16, 1990 Phone _____ P.O. No. _____ Inv. No. _____
 Customer's Name: Jepp Corp. _____ Lesse
 Address _____ City and State _____

Job Name: Lake & Franklin 2nd Shift 12/5/90

Location: _____

Crane No. 140t 3994Z Boom Length 180' Jib Length _____

Operator: Paul Elsinga / Tom B. Weather Conditions _____

Accessory Equip. Provided: CRANE MARK

HAVE SIGNED AT START OF JOB
 The terms and conditions governing this rental as described on the reverse side are understood and agreed to:
 Customer's Name: Jepp Corp.

Date: 11/16/90 By: _____ Authorized Signature

Time Left for Job: S.A.P. Time Left Job _____

Time Arrived On Job _____ Time Arrived Yard _____

Describe Work Done: _____

HAVE SIGNED AT END OF DAY
 The above hours are verified to be correct.
 Customer's Name: Jepp

Date: 12/3/90 By: _____ Authorized Signature

Do Not Write in This Space — Office Use Only

222279
 + 302273 sent for 30 days 12220 12/11/90
 Paul & TOM B (S.A.P. & SW) (SUN)
 Permit 2002 revision for painting 231
 TOM S.
 SWIK @ 5000/wk → 25000.00
 Jotun up & down → 2500.00
 Package in → 1500.00
 out → 1500.00
 ENTIRE → 2625
 30,500.00
 33,125.00
 12/11

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TERMS AND CONDITIONS

The Lessor hereby leases the equipment described on the reverse side and furnishes operational personnel to the Lessee heretofore named subject to the following terms and conditions:

1. NO OTHER AGREEMENT: Except as otherwise mutually agreed in writing, this document is the complete agreement of the parties and supersedes all other agreements or understandings, written or oral.

2. INDEMNIFICATION: Lessee agrees that the equipment and all persons operating such equipment, including Lessor's employees, are under Lessee's exclusive jurisdiction, supervision and control and agrees to indemnify and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, and from all loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys fees and costs of settlement.

Lessee shall not be required to indemnify Lessor for its sole negligence, but, Lessor's liability for damage caused by the sole negligence of Lessor, its agents and employees, hereunder shall be limited to the amount of Lessor's liability insurance.

3. COMPETENT OPERATION BY LESSEE: Lessee agrees to provide competent and experienced personnel to direct the operation of the equipment and further agrees that the Standard Crane and Derrick Signals in accordance with American Standard B 30.2-1943 shall be used to direct the equipment at all times when applicable.

Lessee further agrees to use said equipment in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar equipment. Lessee expressly agrees that counterweight in excess of the manufacturer's specifications shall not be used.

4. EXCUSE OF PERFORMANCE: Any prevention, delay or stoppage due to strikes, lock-outs, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, domestic or foreign, riot, civil commotion, fire and other casualty and all other causes beyond the reasonable control of Lessor shall excuse Lessor's performance for a period equal to such prevention, delay, or stoppage.

Lessee hereby waives all claims against Lessor for any delay or loss of materials by reason of any shutdown, or failure of the equipment for any reason.

5. TERMS OF PAYMENT: Full payment for all charges is due upon billing.

6. CONFORMANCE TO ALL LAWS: Lessee agrees to use the equipment in strict compliance with all applicable rules, laws, regulations, and orders.

7. LIFTING LUGS: Lessee assumes all liability for the adequacy of design or the strength of any lifting lug or device embedded in or attached to any object.

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LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60601-7567

312-558-1000

February 27, 1991

TWX NUMBER
910-221-8254
TELECOPIER
312-750-8600

329 FIFTH AVENUE
NEW YORK, NEW YORK 10017-4608
212-849-7075
580 HOWARD AVENUE
SOMERSET, NEW JERSEY 08875-6739
201-563-2700

838 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4503
202-296-8600

JOHN J. VONDRAN

BY MESSENGER AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

LaSalle National Bank,
not personally but as
Trustee under a Trust
Agreement dated May 1,
1989 and known as
Trust No. 114361
135 S. LaSalle Street
Chicago, IL 60603

Teachers Retirement System
of the State of Illinois
c/o Bennett & Kahnweiler
Realty Advisors, Inc.
9700 W. Bryn Mawr
Rosemont, IL 60018

Zeller Lake Limited Partnership
c/o Lake Franklin Corporation
333 W. Wacker Drive
Suite 2050
Chicago, IL 60606

Re: Notice of Claim of Lien

Gentlemen:

We represent Donald B. MacNeal, Inc. ("MacNeal"). You are hereby notified that MacNeal has been employed by Jepp Corporation ("Jepp") to provide crane services in connection with the installation of prefabricated concrete and to provide fuel, in connection with Jepp's contract to provide construction services to the property described below, which contract may have been between Jepp and MS Schwendener, Inc. The dates of the contracts between MacNeal and Jepp, the dates of completion of each contract by MacNeal, and the amounts due, not including interest, under each contract are as follows:

<u>Date of Contract</u>	<u>Date of Completion</u>	<u>Amount Due</u>
October 30, 1990	October 30, 1990	\$ 190.00
November 14, 1990	November 15, 1990	1,305.00
October 19, 1990	November 29, 1990	16,318.18
November 30, 1990	December 2, 1990	3,700.00
November 16, 1990	December 8, 1990	33,185.00



91225840

The property in question is:

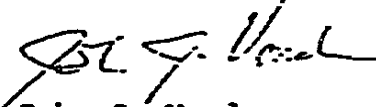
Legal Description: Lots 1, 2 and the east $\frac{1}{2}$ of Lot 3 in Block 31 in the original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 301 W. Lake Street, Chicago, Illinois
170-72 N. Franklin, Chicago, Illinois

Property Index Nos: 17-09-428-0002 through and including
17-09-428-0010

Pursuant to the above contracts, there was due MacNeal the sum of \$54,698.16, none of which has been paid and which is due and owing together with interest thereon.

Very truly yours,


John J. Vondran

/k11

bcc: Bruce D. MacNeal
David N. McBride

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

AFFIDAVIT OF SERVICE

MAX CHURNEY

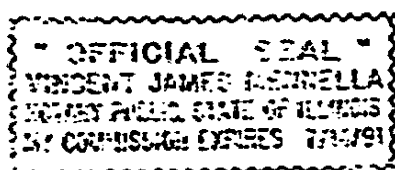
being duly sworn, deposes and says that on the 27th day of February, 1991, he served the within Notice of Claim of Lien, by leaving a copy of same with a person above the age of 13 at the following address:

LaSalle National Bank,
not personally but as
Trustee under a Trust
Agreement dated May 1,
1989 and known as
Trust No. 114361
135 S. LaSalle Street
Chicago, IL 60603

Max Churney

Subscribed and sworn to
before me this 27 day
of February, 1991.

Vincent James Minnella
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

AFFIDAVIT OF SERVICE

MAX CHICINEY

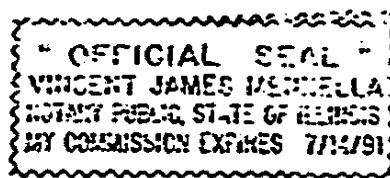
being duly sworn, deposes and says that on the 27th day of February, 1991, he served the within Notice of Claim of Lien, by leaving a copy of same with a person above the age of 13 at the following address:

Zeller Lake Limited Partnership
c/o Lake Franklin Corporation
333 W. Wacker Drive
Suite 2050
Chicago, IL 60605

Max Chiciney

Subscribed and sworn to before me this 27th day of February, 1991.

Vincent James Masarella
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

AFFIDAVIT OF SERVICE

Rena Green being duly sworn, deposes and says that on the 27th day of February, 1991, he served the within Notice of Claim of Lien, by leaving a copy of same with a person above the age of 13 at the following address:

Teachers Retirement System
of the State of Illinois
c/o Bennett & Kahnweiler
Realty Advisors, Inc.
9700 W. Bryn Mawr
Rosemont, IL 60018

Rena Green

Subscribed and sworn to before me this FEB 28 1991 of February, 1991.

[Signature]
Notary Public

