

# UNOFFICIAL COPY

MECHANIC'S LIEN: NOTICE & CLAIM

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STATE OF ILLINOIS  
COUNTY OF COOK

The claimant, **VORTEX ENTERPRISES, INC.** of Romeoville, County of WILL, State of IL, hereby files notice and claim for lien against **CHICAGO INTERIOR CONSTRUCTION** contractor of Chicago, State of Illinois; and **LASA Inc.** Chicago IL; **Kirsh & Berman Ltd** Chicago IL; **Fidinam (USA) Inc.** New Orleans LA; **American National Bank & Trust, Trust #61523** Chicago IL; **Metropolitan Life Insurance Co.,** New York New York (hereinafter referred to as "owner") states:

That on December 14, 1992, the owner owned the following described land in the County of COOK, State of Illinois to wit:

(Street Address) **Kirsch & Berman Ltd. 10 S. LaSalle 24th Floor, Chicago, Illinois:**

A/K/A: All Lot 3 and that part of Lot 4 lying West of the West line of LaSalle Street in Block 95 in the School Section Addition to Chicago in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in the County of Cook in the State of Illinois.

A/K/A: Tax # 17-16-203-007 thru 011

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and **CHICAGO INTERIOR CONSTRUCTION** was the owner's contractor for the improvement thereof. That on December 14, 1992, said contractor made a subcontract with the claimant to provide furnished & installed Marble Stone for and in said improvement, and that on December 16, 1992 the claimant completed thereunder all that was required to be done by said contract. That at the special instance and request of said contractor the claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of \$1,530.72 One Thousand Five Hundred Thirty Dollars & 72/100. That said contractor is entitled to credits of account thereof as follows: \$0.00 None, leaving due unpaid and owing to the claimant, after allowing all credits, the sum of Two Thousand Six Hundred Seventy-eight & 72/100ths (\$2,678.72) Dollars, for which, with interest, the claimant claims a lien on said land and improvements, and on the moneys or other considerations due or to become due from the owner under said contract against said contractor and owner.

VORTEX ENTERPRISES, INC.

bw/sb

Prepared By:

VORTEX ENTERPRISES, INC.  
221 E. RockBear Drive  
Romeoville, IL 60441

BY:

*[Signature]*  
145555 TRAM 9532 04/01/93 09:49:00 \$15.00  
\$1754 + 93-240039  
COOK COUNTY RECORDER

State of Illinois  
County of Cook

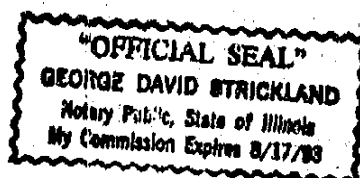
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The affiant, Jill Chin Miller, being first duly sworn, on oath deposes and says that he/she is President, the claimant; that he/she has read the foregoing notice and claim for lien and knows the contents thereof; and that all the statements therein contained are true.

Subscribed and sworn to before me this March 16, 1993.

*[Signature]*  
George David Strickland  
Notary Public

15.00  
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# UNOFFICIAL COPY



Contractors Adjustment Company  
1939 N. Waukegan  
Glenview, Il. 60025

Property of Cook County Clerk's Office

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"OFFICIAL SEAL"  
GEORGE DAVID STRICKLAND  
Notary Public for the State of Illinois  
My Commission Expires 01/13/03

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payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

## 9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 90 DAYS

from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 (NINETY) DAYS

from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to

Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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THIS DOCUMENT WAS PREPARED BY:  
Diana Bailey, Clerk  
Independence One Mortgage Corp.  
500 Holiday Plaza Dr., Ste. 200  
Marengo, IL 60149

(This instrument was prepared by:  
My Commission expires:

set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2007, signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ free and voluntarily act for the uses and purposes therein

do hereby certify that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ a Notary Public in and for said county and state, \_\_\_\_\_ County ss: \_\_\_\_\_

STATE OF ILLINOIS

\_\_\_\_\_  
(Seal) Borrower  
\_\_\_\_\_  
(Seal) Borrower  
\_\_\_\_\_  
(Seal) Borrower ANGELA MOISAN  
\_\_\_\_\_  
(Seal) Borrower BRIAN J. MOISAN

Witness: \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and to any rider(s) executed by Borrower and recorded with it.

- Condominium Rider
- Graduated Payment Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Other (Specify)

Riders to this Security Instrument, Riders to this Security Instrument, If one or more riders were executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. (Check applicable box(es)).

17. FURNITURE COVENANTS. Borrower and Lender further covenant and agree as follows:  
17.1. Lender may foreclose the Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of litigation.  
18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.  
19. Waiver of Foreclosure. Borrower waives all rights of homestead exemption in the Property.

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