

SATISFACTION OR RELEASE  
OF MECHANICS LIEN

Caution: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

Pursuant to and in compliance with the Illinois statute relating to mechanics' liens, and for valuable consideration, receipt whereof is hereby acknowledged, the undersigned,

does hereby acknowledge satisfaction or release of the claim for lien against SMI GROUP, INC. and its related companies.

DEPT-02 FILING \$19.00  
T#2222 TRAN 9180 04/19/93 12:20:00  
#5637 \* -93-286738  
COOK COUNTY RECORDER

93286738

Above Space For Recorder's Use Only

for \$53,220.65 (Fifty Three Thousand Two Hundred Twenty and 65/100) Dollars, on the following described property, to-wit:

See Exhibit A attached

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which claim for lien was filed in the office of the recorder of deeds or the registrar of titles of Cook County, Illinois, as mechanics' lien document No. 92 824 882.

IN WITNESS WHEREOF, the undersigned has signed this instrument this April 19 93.

ROBERTS ENVIRONMENTAL CONTROL GROUP

(NAME OF SOLE OWNERSHIP, FIRM OR CORPORATION)

ATTEST:

By See attached release

Secretary

By

**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE CLAIM FOR LIEN WAS FILED.**

This instrument was prepared by Lawrence M. Benjamin, NEAL GERBER & EISENBERG, 2 N. LaSalle Street

(Name and Address) Chicago, Illinois 60602

Box 26

RETURN TO: BOX 26

1993

STATE OF ILLINOIS

# UNOFFICIAL COPY

COUNTY OF \_\_\_\_\_

} SS.

I, \_\_\_\_\_, a notary public in and for the county in the state aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

} SS.

I, \_\_\_\_\_, a notary public in and for the county in the state aforesaid, do hereby certify that \_\_\_\_\_ president of the \_\_\_\_\_, and \_\_\_\_\_ secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ president and \_\_\_\_\_ secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said \_\_\_\_\_ secretary then and there acknowledged that \_\_\_\_\_ he \_\_\_\_\_ as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said \_\_\_\_\_ secretary, as \_\_\_\_\_ own free and voluntary act and as the free and voluntary set of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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**BALLOT FOR ACCEPTANCE OR REJECTION OF PLAN OF REORGANIZATION  
OF SMI GROUP, INC. DATED JANUARY 8, 1993**

To have the vote count, you must complete and return this ballot so that it is postmarked no later than February 5, 1993.

SMI Group, Inc. ("Debtor") has not, as of the date hereof, filed for relief under Chapter 11, title 11 of the United States Code (the "Bankruptcy Code"). The Debtor, in the event that they do not receive the acceptance rate of 80% set forth below, may file for such relief in the near future. Should the Debtor make such a filing, it may file, in the bankruptcy court, the Plan of Reorganization of SMI Group, Inc. (the "Plan") dated January 8, 1993 that was delivered with this Ballot.

The entire Disclosure Statement and the Plan should be read carefully before voting on the Plan. As a member of a voting class, in order to have your vote counted, you must complete and return this ballot.

The Plan shall be binding upon Debtor and its creditors who vote to accept the Plan, if, at least, 80% of the total dollar amount of the Debtor's Allowed Class V Claims vote to accept the Plan. In the event that the Plan does not receive said acceptance rate, Debtor reserves the right to use any votes cast with respect to the Plan in a case under the Bankruptcy Code. Therefore, all votes cast with respect to the Plan shall constitute the voting creditor's acceptance of the terms proposed therein, irrespective of whether the Plan ultimately takes effect by virtue of the Debtor's receiving the requisite 80% vote set forth above, or the requisite majorities to confirm a plan under the Bankruptcy Code. In such a case under the Bankruptcy Code, the Plan may be confirmed if it is accepted by the holders of two-thirds in dollar amount and more than one-half in number of the claims in each voting class under the Plan. In the event that the requisite acceptances are not obtained in a case under the Bankruptcy Code, the Court, nevertheless will confirm the Plan if it finds that the Plan accords fair and equitable treatment to the Class or Classes rejecting it and otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code.

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All creditors that accept the Plan shall execute and return the attached Release and Waiver, which document relates, among other things, to the release and waiver of certain lien rights. An executed Release and Waiver shall be returned with any ballot accepting the Plan.

Under the Plan, those claimants holding an unsecured claim of \$1,000 or less will receive 100% of their allowed claims in cash on the Distribution Date of the Plan. Holders of larger unsecured claims which would qualify for Class V treatment may elect below to reduce their claim to \$1,000 and, in the event of

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such an election, receive 100% in cash on the Distribution Date of the Plan. Please indicate below whether you wish to make the election referenced above and reduce your claim to \$1,000.

(check one only)

YES \_\_\_\_\_ (and I have executed the attached Release and Waiver)

NO   X  

The undersigned, a creditor of SMI Group, Inc., in Class(es)   V   of the Plan in the unpaid principal amount of \$ 53,220.55 hereby

(check one only)

ACCEPTS   X   (and has executed the attached Release and Waiver)

REJECTS \_\_\_\_\_ the Plan of Reorganization of SMI Group, Inc. dated \_\_\_\_\_, 1992.

Name of Creditor:

ROBERTS ENVIRONMENTAL CONTROL CORP.  
(Please type or print)

SIGNATURE: James J. Wasmanski

BY: James J. Wasmanski

AS: President  
(Official Title or Agent)

Return this ballot and, if appropriate, an executed Release and Waiver in the form attached hereto on or before February 5, 1993 to:

Richard A. Robinson, Esq.  
Pepper, Hamilton & Scheetz  
3000 Two Logan Square  
18th & Arch Streets  
Philadelphia, PA 19103

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RELEASE AND WAIVER

WHEREAS SMI Group, Inc., a Pennsylvania corporation formerly known as Stanley Misjuns, Inc. and trading as SMI Construction Company, and/or its related company Four M Construction, Inc., Continental Building Supply Co., Dawg Construction Co. or Commercial Power, Inc. (collectively, "SMI") entered into a contract with Barnes & Noble ("Project Owner"), dated March 17, 1992, for the construction of Barnes & Noble Bookstore #2520 located at 1701 Sherman Avenue, Evanston, Illinois (the "Project");

WHEREAS, Roberts Environmental Control Corp., ("Claimant/Releasor") entered into an agreement with SMI, dated March 25, 1992, for the provision of \_\_\_\_\_  
\_\_\_\_\_ for the Project;

WHEREAS, the premises on which the Project is constructed, more fully described in Exhibit A hereto (the "Project Premises"), are owned by Evanston Realty Associates, ("Owner In Fee") and leased therefrom by B. Dalton Bookseller, Inc., a subsidiary of Barnes & Noble, Inc.; and

WHEREAS CLAIMANT/RELEASEOR filed Notice and Claim for Lien dated on or about November 6, 1992, in (name court/office) \_\_\_\_\_ ("Lien Claim");

THEREFORE CLAIMANT/RELEASEOR, for itself and for its heirs, executors, successors, assigns, and anyone acting or claiming through or under it, for the payment of \$26,610.28, which comprises 50% of Claimant/Releasor's total Lien Claim, and other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound,

CLAIMANT/RELEASEOR HEREBY AGREES to accept the Plan of Reorganization of SMI Group, Inc. Dated January 8, 1993 ("SMI Workout Plan") and to indicate its acceptance of the SMI Workout Plan by executing the enclosed Ballot for Acceptance Or Rejection of the SMI Workout Plan simultaneously with the execution of this Waiver and Release and delivering that Ballot to SMI together with one (1) original duplicate of this Release and Waiver executed by Claimant, and Claimant/Releasor further agrees that as a result of accepting the payment of \$26,610.28 referred to immediately above, Claimant/Releasor will only be entitled to payment from SMI of thirty (30%) percent of its Lien Claim paid over four (4) years pursuant to the SMI Workout Plan, and is not also entitled to the forty (40%) percent cash payment otherwise provided for under the SMI Workout Plan; and

CLAIMANT/RELEASEOR HEREBY RELEASES, REMISES, AND FOREVER DISCHARGES Evanston Realty Associates, Barnes & Noble, Inc.,

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B. Dalton Bookseller, Inc., SMI, the attorneys, agents, representatives, employees, affiliates, subsidiaries, parents, predecessors and successors of each of them, the Project, and the Project Premises, described in Exhibit A hereto (collectively, the "Releasees") from any and all claims, demands, liabilities, actions, causes of action, liens, mechanic's liens, mechanic's lien claims, notices of mechanic's lien, notices of intention to file mechanic's lien, proceedings to enforce liens or mechanic's liens (pursuant to Illinois statutory and/or common law or otherwise), and suits of any kind or nature whatsoever, that Claimant/Releasor had, has or may ever have against the Releasees or any of them relating to or arising from the Project, the Project Premises, any labor, equipment or materials provided by Claimant/Releasor in connection with the Project, or any agreement of Claimant/Releasor with any person or entity for the provision of labor, equipment or materials in connection with the Project (including, but not limited to, the Claimant/Releasor's Lien Claim).

CLAIMANT/RELEASOR AGREES to withdraw, discharge, and dismiss, within 5 days of executing this Release and Waiver, with prejudice, any mechanic's lien claim, notice of mechanic's lien, notice of intention to file mechanic's lien claim, and/or proceedings to enforce mechanic's liens, or other claims or actions of any nature related in any way to the Project, the Project Premises, the Project Owner, SMI and the Owner in Fee or materials or services provided by the subcontractor to any of the foregoing, that it has filed or commenced in relation to the Project or the Project Premises (including, but not limited to, the Claimant/Releasor's Lien Claim); and to file in the appropriate jurisdiction, through its attorneys, immediately upon execution of this Release and Waiver, all papers that are necessary to effect such withdrawal, discharge, and dismissal with prejudice.

CLAIMANT/RELEASOR FURTHER AGREES that it will not file or assert, following the execution of this Release and Waiver, any mechanic's lien claim, notice of mechanic's lien, notice of intention to file mechanic's lien claim, and/or proceedings to enforce mechanic's liens or other claims or actions of any nature related in any way to the Project, the Project Premises, the Project Owner, SMI, the Owner in Fee, or materials or services provided by the subcontractor to any of the foregoing.

ACCORDINGLY, CLAIMANT/RELEASOR EXPRESSLY WAIVES and relinquishes any rights that it may have, including, but not limited to, all rights and remedies pursuant to statutory and/or common law, equity, or otherwise, to file or assert such mechanic's lien claim, notice of mechanic's lien, notice of intention to file mechanic's lien, and/or proceedings to enforce mechanic's lien claim, or other claims or actions of any nature related in any way to the Project, the Project Premises, SMI, the

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mechanic's lien claim, or other claims or actions of any nature related in any way to the Project, the Project Premises, SMI, the Project Owner, the Owner in Fee, or materials or services provided by the subcontractor to any of the foregoing.

THIS RELEASE AND WAIVER is made as of March \_\_, 1993, and is in addition to, and not in lieu of, any release contained in the Workout Plan. The unenforceability or invalidity of any one or more provisions, clauses, sentences, and/or paragraphs hereof shall not render any other provisions, clauses, sentences and/or paragraphs hereof unenforceable or invalid.

ROBERTS ENVIRONMENTAL CONTROL CORP.

ATTEST:

Karany Hawarul

By: James T. Wassner  
Title: President  
Date: 3-9-93

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CERTIFICATE OF ACKNOWLEDGMENT

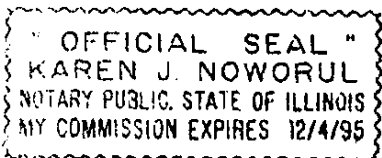
[STATE/Commonwealth] OF Illinois :  
 : ss  
COUNTY OF Cook :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 9th day of March, 1993, personally appeared \_\_\_\_\_ to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Roberts Environmental Control Corp., a Illinois corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

SWORN TO AND SUBSCRIBED

before me this 9th day of March, 1993.

Karen J. Noworul



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## EXHIBIT A - LEGAL DESCRIPTION

### PARCEL 1:

The South 150 feet of Lots 5 and 6, (as a tract), in Block 16 in the Original Village, now City of Evanston, excepting from said premises the West 50 feet and also except the East 25 feet of the West 75 feet of the South 50 feet of the North 60 feet of said Lot 6, in Section 18, Township 41k North, Range 14, East of the Third Principal Meridian;

Also

Right-of-way for ingress and egress in, over and upon the North 10 feet of the East 65 feet in Lot 6 and the South 2 feet of the East 65 feet of Lot 7 in Block 16 in the Original Village, now City of Evanston, in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, as created by Warranty Deed from Conrad Schmeisser and Anna Schmeisser, his wife, to Henry Hunton, dated June 5, 1915 and recorded June 24, 1915 as Document 5,660,422;

### PARCEL 2:

The West 50 feet of Lot 5 and the West 50 feet of the South 15 feet of Lot 6 in Block 16 in Evanston, all in Cook County, Illinois;

Easement for passageway over, upon and across the South 5 feet of the North 65 feet of the West 50 feet of Lot 6 in Block 16 of said Original Village, now City of Evanston.

Permanent Index Number: 11-18-127-003                      Volume: 57  
(Affects Parcel 2)

11-18-127-004  
(Affects Parcel 1)

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