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STATE OF ILLINOIS)
COUNTY OF COOK) SS

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FILED

1993 APR 23 PM 3:30

CIRCUIT CLERK
COUNTY OF COOK
DEPT. SIXTH FLOOR
AURELIA PUGNISKI

92CH12299

IN RE THE MATTER OF:

RALPH TOLBERT,

Complainant

v.

CLARENCE SIMMONS,

Respondent.

RECORDER

JESSE WHITE
MARSHALL STREET

CLAIM FOR MECHANIC'S LIEN

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15.00

NOTICE is hereby given that the undersigned, RALPH TOLBERT of the City of Chicago, County of Cook and State of Illinois, by BENJAMIN E. STARKS, duly authorized agent in this behalf, claims a mechanic's lien under the law entitled "An Act relating to contractors and materialsmen's lien, known as mechanic's lien," approved May 18, 1903, and in force July 1, 1903 and all amendments thereto and says:

That on or about the 15th day of June, 1991, claimant entered into a contract with CLARENCE SIMMONS of the Village of Homewood, State of Illinois, under and by which claimant agreed to repair the fire, smoke and water damage of subject property in addition to provide construction work upon a building being erected or remodeled upon the following described premises:

Lot 11 of Apple Tree of Hazel Crest unit number 2, being a subdivision of part of the Southwest 1/4 of Section 26, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois on August 17, 1971 as Document Number 21586416 in Cook County, Illinois.

P.I.N # 28-26-310-0000

commonly known as 17201 Springtide Lane, in the Village of Hazel Crest, County of Cook and State of Illinois of which said CLARENCE SIMMONS was then the owner.

That by the terms of said contract work was performed and continued from time to time; and that the amount agreed upon for such work was the sum of FORTY THOUSAND DOLLARS (\$40,000.00), plus any extras that might be contracted for from time to time, which sum was to be made payable by payments of ONE THOUSAND DOLLARS (\$1,000.00) on the 1st day of each month for eleven (11) months and the balance due June 1, 1992.

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That the claimant has supplied labor furnishings and materials as required by the contract.

That there is now just due and owing to the claimant, for the furnishings, delivery and performance of the said materials, fixtures, labor and services, as aforesaid, after allowing to the owner all just credits, deductions and setoffs, the sum of FORTY THOUSAND DOLLARS (\$40,000.00), all of which is still due and unpaid; all as per the account attached as Exhibit A;

That the owner failed to pay the contractor moneys justly due him under the contract at the time when the same should have been paid; for a period in excess of ten (10) days.

That the last work performed on said property by Claimant was performed within the last 120 days of the filing of this claim.

That the above-named claimant now comes and claims a lien upon the above-described premises and all improvements thereon, against all persons interested therein, for the amount of FORTY THOUSAND DOLLARS (\$40,000.00) according to the statute in such case made and provided.

E. Tolbert

E. Tolbert

OFFICIAL SEAL
BARBARA A. RINGO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-12-97

Barbara A. Ringo
4/23/93

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RAMON TOLBERT
11528 S. HANSTED
CHICAGO, IL 60643