NAT:wk:10\17\94
Attorneys No. 28571

94912331

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

MILANO-BARBARO MASONRY, INC., an Illinois corporation,	)	
Plaintiff,	)	
vs.	)	NO. 94CH 9612
LASALLE NATIONAL BANK & TRUST COMPANY, as Trustee u/t/a dated 10/18/91 and known as Trust No. 116657, PREMIER BUILDERS, INC., an Illinois corporation, UNKNOWN OWNER, UNKNOWN TENANTS and NON-RECORD CLAIMANTS,	)	
Defendants.	)	

DEPT-01 RECORDING $42.50
T#5555 TRAN 2457 10/25/94 15:07:00
#2131 # JLJ K-94-912331
COOK COUNTY RECORDER

94912331

VERIFIED COMPLAINT TO FORECLOSE
MECHANICS LIEN AND FOR OTHER RELIEF

NOW COMES the plaintiff, MILANO-BARBARO MASONRY, INC., an Illinois corporation, by its attorneys, ROTMAN, MEDANSKY & ELOVITZ, LTD., and complaining of the defendants, LASALLE NATIONAL BANK & TRUST COMPANY, as Trustee u/t/a 10/18/91 and known as Trust No. 116657, PREMIER BUILDERS, INC., an Illinois corporation, UNKNOWN OWNER, UNKNOWN TENANTS and NON-RECORD CLAIMANTS, states as follows:

PARTIES

1. MILANO-BARBARO MASONRY, INC., (hereinafter referred to as "Milano") is an Illinois corporation engaged in business as a subcontractor, with its principal place of business in the City of Hoffman Estates, County of Cook, State of Illinois.

2. LASALLE NATIONAL BANK & TRUST COMPANY, as Trustee u/t/a dated 10/18/91 and known as Trust No. 116657, (hereinafter referred to as "Owner") is the

42.50 Rec.

record owner of the property located at 2507, 2511, 2515, 2519, 2521 and 2527 South Des Plaines, North Riverside, Cook County, Illinois (the "Property").

3. PREMIER BUILDERS, INC., was the General Contractor hired by the Owner to perform certain work on the Property (hereinafter referred to as "Premier").

4. In addition to the persons designated by name herein, there are other persons who are interested in this action, who have some right, title, interest or lien in, to or upon the real estate described in paragraph 5 hereof, or some part thereof, in this Complaint, described as follows:

a) The owner or owners;

b) Tenants in possession of the real estate;

c) Contractors, subcontractors, laborers and suppliers whose lien rights arising out of construction work performed have not expired.

d) Any and all other parties whose identities cannot be ascertained upon diligent inquiry who have an interest in said real estate, and all such parties are made party defendants to this action by the name and description of UNKNOWN OWNERS, UNKNOWN TENANTS and NON-RECORD CLAIMANTS.

COUNT I

FORECLOSURE OF MECHANICS LIEN

5. LASALLE NATIONAL BANK & TRUST COMPANY, as Trustee u/t/a dated 10/18/91 and known as Trust No. 116667, is the holder of legal title to a parcel of real estate legally described as follows:

> Lots 28 to 37 both inclusive and the South Half of Lot 38 in Block 8 in A.T. McIntosh 26th Street Addition, being a Subdivision of the West 50 acres (except that part thereof conveyed to Chicago, Madison and Northern Railroad Company and except the South 30 feet thereof) of South 60 acres of the Northwest Quarter of Section 25, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 15-25-125-037; 15-25-135-004; 15-25-125-005; 15-25-125-006; 15-25-125-007; 15-25-125-008; and 15-25-125-009.

6. At some time prior to November 11, 1993, Owner and Premier entered into a contract wherein Premier was to perform certain work on the Property.

7. On or about November 11, 1993, plaintiff, Milano, and defendant, Premier, entered into a written contract whereby the plaintiff, Milano agreed to perform certain masonry work on the property. See copy of the Contract and Amendment to Contract attached hereto as Exhibit A and incorporated herein.

8. Pursuant to said contract, defendant, Premier, agreed to pay plaintiff, Milano, $31,700.00 for each of five apartment buildings in which plaintiff was to perform certain masonry work, for a total contract amount of $158,500.00, and plaintiff, Milano, agreed to perform said work.

9. In addition to the Contract amount, extras were requested by defendant and plaintiff agreed to perform said extra work in the amount of $21,005.22.

10. That Milano has substantially performed and provided all of the labor, items and materials requested by defendants, and has performed all of its obligations under the agreement that it was required to perform.

11. All of the materials, fixtures, services and labor furnished by Milano were used and incorporated into the improvements to said real estate, and are an integral and valuable part thereof, and as such constitute a permanent and valuable improvement to the real estate.

12. That on or about June 10, 1994, Milano completed its services and furnishing of materials on the job.

13. On September 1, 1994, Milano recorded its Claim for Lien in the offices of the Cook County Recorder of Deeds as Document No. 94770575, a copy of which is attached hereto and incorporated herein as Exhibit "B".

14. The lien of Milano is superior to all other interests claimed in said real estate, and all other interests claimed are subject, subordinate and inferior to the interest of Milano.

15. The total amount due Milano after all setoffs and credits for its materials furnished to said Property is $31,805.22.

WHEREFORE, MILANO-BARBARO MASONRY, INC., prays for the following relief:

A. Judgment be entered in favor of MILANO-BARBARO MASONRY, INC., and against defendants, LASALLE NATIONAL BANK & TRUST COMPANY, as Trustee u/t/a 10/18/91 and known as Trust No. 116657, PREMIER BUILDERS, INC., an Illinois corporation, UNKNOWN OWNER, UNKNOWN TENANTS and NON-RECORD CLAIMANTS, in the amount of $31,805.22, plus costs;

B. MILANO-BARBARO MASONRY, INC., be decreed to have a first and valid lien on the premises for the amount due, as aforesaid, together with interest in the statutes in such cases made and provided;

C. That defendants, or some of them, be decreed to have a first and valid lien upon said premises for the amount due, as aforesaid, together with interest in accordance with the statute in such cases made and provided;

D. That defendants, or some of them, be decreed to pay MILANO-BARBARO MASONRY, INC., the amount found to be due, as aforesaid, with interest by a date

fixed by the Court. In default of said payment, said premises may be sold as the Court may direct to satisfy such amount, interest, attorney's fees and court costs;

E. In case of such sale and failure to redeem, pursuant to law, the defendants, and all persons claiming through or under them, after the commencement of this suit, may be forever barred from all right and equity of redemption in said premises;

F. That MILANO-BARBARO MASONRY, INC., may have such other and further relief as this Honorable Court of equity shall require.

COUNT II

BREACH OF CONTRACT

1. - 15. MILANO-BARBARO MASONRY, INC., adopts and realleges the allegations of paragraphs 1 through 15 of Count I of its Complaint as paragraphs 1 through 15 of this Count II as though fully set forth herein.

16. That Milano has demanded that defendants make the final payment for the monies due on the contract, however, defendants have refused to pay.

17. Defendants' failure to make said payment is a breach of their Contract with Milano.

18. That as a result of defendant's refusal to make final payment, Milano has been damaged in the amount of $31,805.22.

WHEREFORE, MILANO-BARBARO MASONRY, INC., prays for a money judgment against defendant, PREMIER BUILDERS, INC., in the amount of $31,805.22, plus costs, statutory interest and attorney's fees.

COUNT III

QUANTUM MERUIT

1 - 15. MILANO-BARBARO MASONRY, INC., adopts and realleges all allegations set forth in Counts I and II as paragraphs 1 through 14 of this Count III of its complaint.

16. That the value of the work performed by Milano which remains unpaid is $31,805.22.

17. That as a result of defendants' refusal to make final payment, Milano has been damaged in the amount of $31,805.22.

WHEREFORE, MILANO-BARBARO MASONRY, INC., prays for a money judgment against defendant, PREMIER BUILDERS, INC., in the amount of $31,805.22, plus costs, statutory interest and attorney's fees.

ROTMAN, MEDANSKY & ELOVITZ, LTD.
Attorneys for Plaintiff

By: _____
Nancy A. Thill

ROTMAN, MEDANSKY & ELOVITZ, LTD.
180 North LaSalle Street, #2101
Chicago, Illinois 60601
(312) 236-2202

STATE OF ILLINOIS }
} SS.
COUNTY OF COOK }

VERIFICATION

I, FRANK PRISTERA being first duly sworn upon oath, depose and state that I am the Vice President of Plaintiff herein, having read the above and foregoing Verified Complaint to Foreclose Mechanics Lien and for Other Relief, knowing the contents thereof and subscribing thereto that all the matters and things contained herein are true and correct in substance and in fact.

FRANK PRISTERA

SUBSCRIBED and SWORN to before me this 24th day of October, 1994.

NOTARY PUBLIC

"OFFICIAL SEAL"
Janet Woratschek
Notary Public, State of Illinois
My Commission Expires 5/18/97

94912231

Proposal

FROM
MILANO MASONRY, INC.
3885 TREATY LANE
HOFFMAN ESTATES, IL 60195

708-359-6306 Frank Pristera
312-927-1898 Louis DiCrescenzo

Brickwork • Cement Work • Blocks • Floor Tile • Fireplaces • Glass Blocks

Proposal No. 1
Sheet No. 1
Date 11-11-93

Proposal Submitted To	Work To Be Performed At
Name PRIEMER SLADS	Street DES PLAINES AVENUE
Street COUNTRY CLUB APTS	City NORTH RIVERSIDE State IL
City 2919 DES PLAINES	Date of Plans
State RIVERSIDE, ILL	Architect
Telephone Number 788-4970	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

FIVE - THREE FLAT APARTMENT BUILDINGS.
ALL MASONRY WORK, LABOR & MATERIALS
SILLS - STEEL BY MILANO MASONRY.
BRICK ALLOWANCE $250.00 PER THOUSAND.

All material is guaranteed to be as specified, and the work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of THIRTY ONE THOUSAND NINE HUNDRED Dollars ($ 31,900.00),

with payments to be made as follows: FOR EACH APARTMENT BUILDING
50% PAYMENT WHEN MASONRY HAS REACHED 1/2 HEIGHT OF BUILDING
BALANCE UPON COMPLETION OF MASONRY WORK

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by MILANO MASONRY

Respectfully submitted: MILANO MASONRY

Per [signature]

Note — This proposal may be withdrawn by us if not accepted within — days —

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted FRANK J. KACKA agent Signature [signature]

Date 11/13/93 Signature

94812331

Proposal

FROM
MILANO MASONRY, INC.
3568 TREATY LANE
HOFFMAN ESTATES, IL 60195

708-359-8308 Frank Pristeru
312-927-1696 Louis DiCrescenzo

Brickwork • Cement Work • Blocks • Floor Tile • Fireplaces • Glass Blocks

Proposal No.
Sheet No.
Date

Proposal Submitted To	Work To Be Performed At
Name PREMIER BUILDERS	Street 2519 DES PLAINES AVE
Street 28 EAST AVENUE	City NORTH RIVERSIDE State ILL
City NORTH RIVERSIDE	Date of Plans 1-14-93
State ILL	Architect R. A. MIKEN
Telephone Number 708-788-4870	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of
ADDENDUM TO RIDER TO CONTRACT DATED 11-11-93. CONTRACT PRICE $31,700.00 FOR EACH BUILDING - PAYMENTS WILL BE AS FOLLOWS: $8,500.00 UPON START - $8,500.00 UPON ACHIEVING FIRST FLOOR JOICE HEIGHT - $3,700.00 UPON ACHIEVING 2nd FLOOR JOICE HEIGHT - BALANCE OF $8,500.00 UPON COMPLETION OF MASONRY WORK

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars ($ 31,700).
Material and labor waivers to be submitted with each payout.
with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted MILANO MASONRY
Per X Frank Pristeru

Note — This proposal may be withdrawn by us if not accepted within days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted Henry Cole, Agent Signature Henry Cole, Agent
Date Signature Frank Pristeru

93812331

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

94770575

SUBCONTRACTORS NOTICE AND CLAIM FOR LIEN

The Claimant, MILANO MASONRY, INC., of Hoffman Estates, County of Cook, State of Illinois, hereby files notice and claim for lien against PREMIER BUILDERS, INC., contractor, of North Riverside, County of Cook, State of Illinois and LA SALLE NATIONAL BANK AND TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated October 18, 1991 and known as Trust No. 116657 (hereinafter referred to as "owner"), of Chicago, County of Cook, State of Illinois, and states:

That on November 11, 1993, the owner owned the following described land in the County of Cook, State of Illinois, to-wit:

LOTS 28 TO 37 BOTH INCLUSIVE AND THE SOUTH 1/2 OF LOT 38 IN BLOCK 8 IN A.T. MCINTOSH 25TH STREET ADDITION, BEING A SUBDIVISION OF THE WEST 50 ACRES (EXCEPT THAT PART THEREOF CONVEYED TO CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY AND EXCEPT THE SOUTH 30 FEET THEREOF) OF SOUTH 60 ACRES OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 15-25-125-037; 15-25-125-004; 15-25-125-005; 15-25-125-006; 15-25-125-007; 15-25-125-008 and 15-25-125-009.

Address(es) of Premises: 2507, 2511, 2515, 2519, 2521 and 2527 South Des Plaines, North Riverside, Illinois

and PREMIER BUILDERS, INC. was owner's contractor for the improvements thereof.

That on November 11, 1993, said contractor made a subcontract with the claimant to provide labor and material for masonry work for five three-flat buildings for and in said improvement, and that on June 10, 1994 the claimant completed thereunder all work required by said contractor to be done.

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 at the value of $21,005.22 and completed same on June 10, 1994.

That said contractor is entitled to credits on account thereof as follows: $147,000.00, leaving due, unpaid and owing to the claimant, after allowing all credits, the sum of THIRTY-ONE

THOUSAND EIGHT HUNDRED AND FIVE and 22/100ths ($31,805.22) DOLLARS, for which, with interest, the claimant claims a lien on said land and improvements and on the monies or other considerations due or to become due from the owner under said contract against said contractor and owner.

MILANO MASONRY, INC.

By: Earl T. Medansky, Their Attorney

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Lisa M. Asplund, a notary public in and for the county in the state aforesaid, do hereby certify that Earl T. Medansky, as attorney for MILANO MASONRY, INC., an Illinois corporation, is 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 on behalf of MILANO MASONRY, INC. as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of September, 1994.

Notary Public

OFFICIAL SEAL
LISA M. ASPLUND
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. APR.21,1995

PREPARED BY AND MAIL TO:

Earl T. Medansky, Esq.
180 N. LaSalle Street, Suite 2101
Chicago, Illinois 60601

94912231