NAT:wk:10\17\94 Attorneys No. 28571 94912331

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINO'S COUNTY DEPARTMENT, CHANCERY DIVISION (A)

MILANO-BARBARO MASONRY, INC., an Illinois corporation,

Plaintiff,

V8.

NO.

9401

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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.

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COOK COUNTY RECORDER

VERIFIED COMPLAINT TO FORECLOSE MECHANICS LIEN AND EVE OTHER RELIEF

94912331

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., thereinafter 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. 118857, (hereinafter referred to as "Owner") is the

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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) Tenanti in possession of the real estate;
 - c) Contractors, subcontractors, laborers and suppliers whose lien rights arising our of construction work performed have not expired.
 - 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. 116657, 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.

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PIN: 15-25-125-037; 15-25-135-004; 15-25-125-006; 15-25-125-006; 15-25-125-007; 15-25-126-008; 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 measury work on the property. See copy of the Contract and Amendment to Contract attached hereto as Exhibit A and incorporated herein.
- 8. Pursuant to edid contract, defendant, Premier, agreed to pay plaintiff, Milano, \$31,700.00 for each of live 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 Milanc 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.

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- 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 rollef:

- A. Judgment be entered in lever 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. 11665?, 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 afcresaid, 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

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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 fallure 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

BSEACH 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 monles due on the contract, however, defendants have refused to pay.
- 17. Defendants' fallure to make said payment is a brerch of their Contract with Milano.
- 18. That as a result of defendant's refusal to make final payment, Miano 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 431,805.22, plus costs, statutory interest and attorney's fees.

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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 are a result of defendants' refusal to make final payment, Milano has been damaged in the smount of \$31,805.22.

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

ROTMAN, MEDANSKY & ELOVITZ, LTD. Attorneys for Plaintiff

Bv:

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

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STATE OF ILLINOIS 88, COUNTY OF COOK

VERIFICATION

I, FRANK PRISTERA being first duly sworn upon oath, depose and state that) ain the President of Plaintiff herein, having read the above and foregoing Varified Complaint Foreglose Machanics Lian and for Other Relief, knowing the contents thereof and subscribing thereto that all the matters and things contained herein are true and correct to substance and in fact.

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

Sound Clarks Office }}################################### "Official seal" Janes Worntschek

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Proposal No.

FROM

HOFFMAN ESTATES, IL 60198

312-927-1696

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Louis Di Grescenzo

Date

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STATE OF ILLINOIS)

> SS.
COUNTY OF C O O K)

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SUBCONTRACTORS NOTICE AND CLAIM FOR LIEN

The Claimant, MILANO MASONRY, INC., of Hoffman Estates, County of Gook, 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:

LCTS 28 TO 37 BOTH INCLUSIVE AND THE SOUTH 1/2 OF LOT 38 IN BLOCK 8 IN A.T. MCINTOS' 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 CF 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

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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

AV S

Earl T. Medansky, Their Attorney

STATE OF ILLABORS) SS.

COUNTY OF C O O K)

I, Lies M. Aspland, a notary public in and for the county in the state aforesaid, do hereby certify that Earl T. Medansky, as attorney for MILANO MAKONRY, 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 heal this lat day of September, 1994.)

Notary Public

HOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION ETP. APR. 23, 1993

PREPARED BY AND MAIL TO:

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

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