

SUBCONTRACTOR'S CLAIM FOR LIEN

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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

One Way Masonry, Inc.

Claimant

v.

Nordic Construction Co.

Chevys, Inc.

Woodfield Restaurant Court, L.L.C.

Defendant

DEPT-01 RECORDING \$16.50
7:2222 TRAN 7341 10/13/95 11:58:00
\$3710 + L.C. #95-697069
COOK COUNTY RECORDER

(The Above Space For Recorder's Use Only)

NOTICE AND CLAIM FOR LIEN IN AMOUNT OF \$32,325.00

The Claimant One Way Masonry, Inc. of

River Grove County of Cook State of Illinois hereby file a notice

and Claim for Lien against Nordic Construction Co., Inc.

Contractor of Northbrook County of Cook State of Illinois,

and Woodfield Restaurant Court, L.L.C.

owner of Schaumburg

County of Cook State of Illinois, and

Chevys, Inc., Lessee, of Chicago, County of Cook, State of Illinois.

That on the 27th day of June 1995, said last named person was the owner of the following described land

in the County of Cook, State of Illinois to wit:

see Exhibit A attached hereto in Section 13, Township 41 North, Range 10,

and on said date Chevys, Inc. was the Lessee of the following described

premises in County of Cook, State of Illinois to wit: see Exhibit A

attached hereto

in Section 13, Township 41 North, Range 10, and Nordic Construction Co., Inc.

was the Contractor for the improvement thereof.

That on the 27th day of June 1995 said Contractor

made a subcontract with the Claimant to (1) furnish all of the materials and perform all the labor necessary for the completion of the masonry/dryvit work

for and in said improvement, and that, on the 5th day of August 1995

the Claimant completed thereunder (2) all required under said contract to be done

Handwritten signature and initials '16 50' and 'J'

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*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 \$ 915,225.00 as fully set forth in an account thereof herewith filed and made part hereof, marked Exhibit B, and did complete the same on the 5th day of August A.D. 1995.

That neither said owner, nor his agent, architect or superintendent can, upon reasonable diligence, be found in said County so as to serve upon either of them personally a notice hereof in accordance with the statute in such cases made and provided.

That said Contractor is entitled to credits on account thereof as follows: \$25,200.00

leaving due, unpaid and owing to the Claimant____, after allowing all credits, the sum of \$ 32,325.00 for which, with interest, the Claimant____ claim B a lien on said land and improvements, against said Contractor____ and owner____.

Signature: Elena Ungaro
Elena Ungaro, President
One Way Masonry, Inc.
(If a firm, sign firm name.)

(1) State what the claimant____ was to do (.) "All required said contract to be done:" or "delivery of materials to the value of \$ _____" or "labor to the value of \$ _____" as fully set forth in an account thereof, herewith filed and made part hereof, marked Exhibit B.
* if extras, fill out; if no extras, strike out.

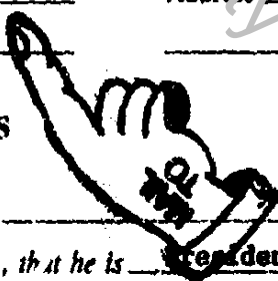
Mail to:

Name Ms. Elena Ungaro, One Way Masonry, Inc.
Address 2615 N. Spruce St.
River Grove, IL 60171

This instrument prepared by

Name Thomas G.A. Herz, Jr., Atty at Law
Address 350 N. Orleans, #728
Chicago, IL 60654

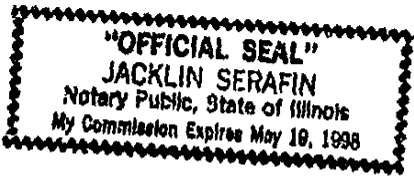
STATE OF ILLINOIS)
COUNTY OF _____) SS



The Affiant Elena Ungaro
being first duly sworn on oath deposes and says, that he is President

of the Claimant____; that he has read the foregoing notice and Claim for Lien, knows the contents thereof, and that all the statements therein contained are true.

Subscribed and sworn to before me this 10th day of OCTOBER A.D. 1995.



Jacklin Serafin
Notary Public

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Exhibit A

1180 Plaza Dr., Schaumburg, Illinois

Permanent Index Number: 07-13-102-002

Parcel 1:

Lot 3 (except that part condemned in case 90L50507 and conveyed to the Department of Transportation of the State of Illinois for and on behalf of the People of the State of Illinois described as follows:

Beginning at the Northeast Corner of said Lot 3: thence south 01 degrees 18 minutes 18 seconds West along the East line of said Lot 3 a distance of 23.20 feet; thence North 45 degrees 26 minutes 46 seconds West 27.41 feet; thence South 87 degrees 48 minutes 11 seconds West 347.32 feet; thence South 44 degrees 11 minutes 01 seconds West 29.78 feet; thence South 32 degrees 04 minutes 05 seconds West 43.87 feet; thence South 00 degrees 25 minutes 56 seconds West 295.00 feet; thence North 89 degrees 34 minutes 04 seconds West 19.67 feet to the West line of said lot 3; thence North 00 degrees 26 minutes 25 seconds East along said West line 326.05 feet; thence North 43 degrees 54 minutes 54 seconds East along the Northwesterly line of said lot 3 a distance of 36.28 feet to the North line of said lot; thence North 87 degrees 23 minutes 24 seconds East, along said North line 405.81 feet to the point of beginning)

In Anderson's Woodfield Park, being a Subdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, as appearing on the plat of subdivision recorded October 7, 1974 as Document 22869159 in the Office of the Recorder of Deeds of Cook County, Illinois

Parcel 2:

Non-Exclusive Easement in favor of Parcel 1 and other property to use the Anderson Roadways for ingress and egress purposes, as created by and as more fully described in Anderson easement agreement recorded October 30, 1974 as Document 22869495

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EXHIBIT B-1



Handwritten signature

Date August 5, 1995

Owner Chevy's Mexican Grill

Contractor Nordic Construction Co, Inc.

Project name Chevy's Mexican Grill

CHANGE ORDER

Via Fax/Mail 708-498-0417

Change order no 62703-95

You are directed to make the following changes in this contract:

1 Cut two openings @ existing wall and tooth in and install 2 air vents.

Repair brick damaged by other trades.

This rate is based on 24 man hrs @ \$45.00/hr.

\$1,080.00

Brick, equipment, and material.

\$420.00

Total

\$1,500.00

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The original contract sum was:

\$42,300.00

Net amount of previous change orders:

\$13,725.00

Total original contract amount plus or minus net change orders:

\$56,025.00

Total amount of this change order:

\$1,500.00

The new contract amount including this change order will be:

\$57,525.00

PAID - PARTIAL PAYMENTS

~~925,200.00~~

REMAINING BALANCE

32,925.00

Contractor:

Nordic Construction Co.

Company name

3392 Commerical Ave

Address

NorthBrook, IL 60062

City, State, Zip

By: Steve Shigley
Steve Shigley OR Prime Manager

Date: 8/6/95

Subcontractor:

One Way Masonry, Inc.

Company name

2615 N Spruce

Address

River Grove, IL 60171

City, State, Zip

By: Peter Ungaro
Peter Ungaro (Project Manager)

Date: August 5, 1995

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EXHIBIT B-2



JUNE 27, 1995

VIA FAX: (708) 498-0417

NORDIC CONSTRUCTION CO.
ATTN: MARK CARLSON / STEVE SHIGLEY

PROPOSAL

One Way Masonry, Inc. hereby propose to furnish all of the materials and perform all the labor necessary for the completion of the MASONRY/DRYVIT WORK to be performed on the CHEVY'S located in SCHAUMBURG, IL. In accordance with drawings and specifications for the work proposed. All of the work proposed is to be completed in a substantial and workmanlike manner for the sum of FORTY FIVE THOUSAND DOLLARS (\$ 42,300.00).

PACKAGE BREAKDOWN


MASONRY: \$ 27,650.00
DRYVIT: \$ 14,650.00
\$ 42,300.00

OUR SCOPE OF WORK INCLUDES:

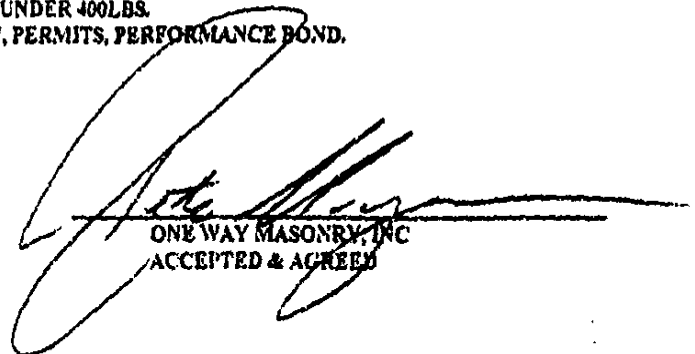
- INCLUDES FACE BRICK ALLOWANCE FIGURED AT \$250/M.
- INCLUDES EXTERIOR DRYVIT AS PER PLAN.
- INCLUDES 8" CMU WALL @ INTERIOR WALLS AT TRASH AREA'S.
- INCLUDES ALL MASONRY TIES AS PER PLAN.
- PROTECT ALL WINDOWS IN AREAS OF MASONRY WITH PLASTIC.
- INCLUDES WASHING (CLEANING) OF ALL NEW MASONRY WALLS.
- INCLUDES CLEANING OF MASONRY DEBRIS ON THE JOB SITE.

OUR SCOPE OF WORK EXCLUDES:

- EXCLUDE SOILD MASONRY WALL WITH DRYVIT CAP PATIO WALLS.
- EXCLUDE FURNISHING OF ANY TYPE OF STEEL, BUT WILL INSTALL STEEL UNDER 400LBS.
- EXCLUDE CAULKING, WATERPROOFING, WELDING, WINTER PROTECTION, PERMITS, PERFORMANCE BOND.
- METAL FLASHING, HIGHLIGHT SEALER OR ANY TYPE OF SEALER.


NORDIC CONSTRUCTION CO.
ACCEPTED & AGREED
ACCEPTANCE OF PROPOSAL
YOU UNISTRUCT, INC., ARE AUTHORIZED
TO DO THE WORK AS SPECIFIED.

6/27/95
TITLED/DATED


ONE WAY MASONRY, INC
ACCEPTED & AGREED

6/27/95
TITLED/DATED

THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE OF PROPOSAL

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