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GENERAL CONTRACTOR'S CLAIM FOR MECHANIC'S LIEN

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

: DEPT-01 RECORDING \$15.50
: T#0003 TRAN 7758 11/14/95 09:15:00
: #3357 + MH #--95-784366
: COOK COUNTY RECORDER
: DEPT-10 PENALTY \$12.00

The claimant, AnSCO, Inc., an Illinois corporation, with an address at 2035 W. Giddings, Chicago, Illinois, hereby files its General Contractor's Claim for Mechanic's Lien on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate (Owner):

Dorset, Ltd., an Illinois corporation, and Ronald Flesch

and any person claiming an interest in the real Estate (as hereinafter described) by, through, or under the Owner.

Claimant states as follows:

1. On or about September 17, 1995, and subsequently, Owner owned fee simple title to the real estate (including all land and improvements thereon) in Cook County, Illinois, commonly known as 4345-49 South Ellis, Chicago, Illinois and legally described as follows:

Lots 16, 17 and 18 in Abells Subdivision of the south 412.5 feet of lot 2 of the Subdivision of the East 1/2 of the Southwest 1/4 of Section 2, Township 38 North, range 14, east of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded April 15, 1878, as document no. 176323, in the Office of the Recorder of Deeds of Cook County.

The Permanent Real Estate Tax Number is 20-02-302-020-0000

2. Claimant made a contract with Ronald Flesch, an authorized agent of the owner, on September 17, 1995, under the terms of which Claimant agreed to provide all necessary labor, material and any other work to complete the complete renovation of the building then erected on said land, for the sum of \$746,000.00.

A copy of the contract is attached hereto as Exhibit A to this Claim for Lien.

3. The contract was entered into by Flesch, as the authorized agent of Dorset, Ltd.

4. The Claimant began work on September 14, 1995, and continued until its contract was wrongfully terminated on October 30, 1995. During said period of time, Claimant provided labor and materials to the property in the total amount of \$77,803.12, which work included the building of an elevating mechanism to move construction supplies to the third floor; roofed and sealed interior courtyard space to permit construction of the materials mechanism; winterized the elevator shaft so that work could continue throughout the winter

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months; nuckpointed two full exterior walls of the building; provided carpentry for the mansard roofs to be installed over the entire structure; framed an interior wall; installed a complete new roof, fenced the entire property for the construction process; wired the property for construction; bricked in windows as required by the plans and prints; built a bearing wall out of concrete block; created an on-site storage room and office; and similar materials and labor.

5. Under the terms of the parties' agreement, the Claimant is entitled to 20% of the value of the work to be done as profit, for which Claimant also claims a lien.

6. The Owner is entitled to credits in the amount of \$29,730.41, leaving a balance due, before profits of \$48,153.71.

7. There is due as of the date hereof, unpaid and owing to Claimant, after allowing all credits, the principal sum of \$48,153.71 for work in place, which principal amount bears interest at 10% per annum. Claimant claims a lien for work in place on the real estate (including all land and improvements thereon) in the amount of \$48,153.71 plus interest.

8. Under the parties' contract, Claimant was to receive profits of 20% of all work done which for the work in place total \$15,560.62, for which it also claims a lien in the Real Estate.

9. Claimant's total claim is \$63,714.33.

DATED: November 14, 1995

ANSCG, INC

BY:

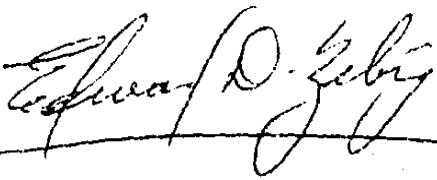

Andrey Schegolnik, President

This document has been prepared by
and after recording should be sent to:

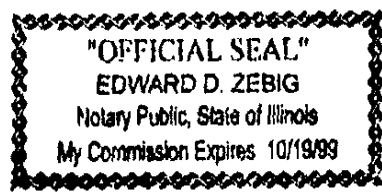
Thomas C. O'Brien, Esq.
O'Brien & Barbaben
151 N. Michigan Avenue
Suite 816
Chicago, IL 60601

PIN: 20-02-302-020-0000





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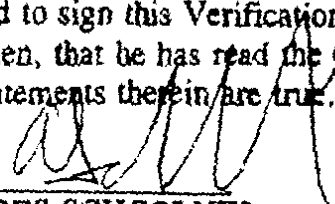
VERIFICATION

STATE OF ILLINOIS)

) SS.

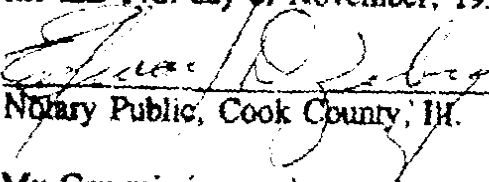
COUNTY OF COOK)

Andres Schcolnik, being first on oath duly sworn, states that he is the President of AnSCO, Inc., an Illinois corporation, that he is authorized to sign this Verification to the foregoing General Contractor's Claim for Mechanic's Lien, that he has read the General Contractor's Claim for Mechanic's Lien, and that the statements therein are true.



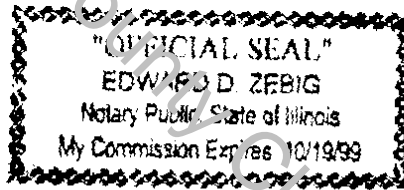
ANDRES SCHCOLNIK

Subscribed and sworn to before
me this 14th day of November, 1995.



Notary Public, Cook County, Ill.

My Commission expires: _____



A:LIEN.CLM

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RONALD FLESCH

1322 North Astor Street Chicago, Illinois 60610
(312) 664-2431

September 17, 1995

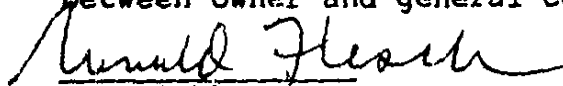
Andres Schcolnik
2035 W. Giddings
Chicago, Illinois 60625
re: 4345-49 S.Ellis Avenue

Dear Andres,

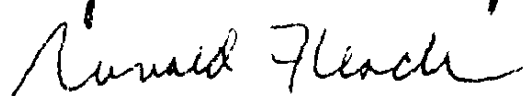
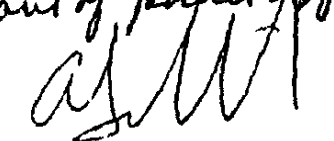
This letter is to confirm our arrangement regarding the gut-rehab of the Ellis property. You have agreed to act as general contractor for the project at the sum of \$746,000.00 as per the final construction plans. We have agreed that you will realize a 20% profit of \$149,200.00. I will personally guarantee that if the actual construction costs of labor & material exceed the budgeted amount of \$596,800.00, I will make up the difference to provide you the expected profit. This is a gentlemen's agreement between us personally and it is assumed that we will both act diligently to not exceed the budgeted amount.

You will submit all material invoices and labor/salary time sheets to me on a weekly basis. You and I will work together to get the lowest prices/bids for all material, work and labor performed. Any work under you as general contractor that is unsatisfactory and/or requires to be redone or corrected will not be part of this agreement. If the construction costs are under the anticipated amount of \$596,800.00 you will keep the additional profit. If above the anticipated amount I will personally give you the amount necessary to satisfy your \$149,200.00 profit within a period of 18 months at the interest rate of 2 points above prime. This time clock begins after the full completion of construction. Payments of this profit to you, if necessary, will not begin until after the condominiums have been sold and the bank loan has been satisfied. Depending on my financial situation it is agreed that this can be paid in full or in monthly installments.

In addition, you will have the budgeted security budget of \$17,000.00 and will be responsible for all security at the job site. Any extras or change orders up to \$3000.00 per change will be executed by you with no additional profit* Change orders above that amount you will be entitled to a 20% profit. This gentlemen's agreement supersedes the official bank contract between owner and general contractor.


Ronald Flesch


Andres Schcolnik

* you will be compensated for the out of pocket expenses.
 

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