

# UNOFFICIAL COPY

97637177

STATE OF ILLINOIS )  
) SS  
COUNTY OF COOK )

## ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

The claimant, T. KORZEN CORPORATION, d/b/a CARL D. CAMPBELL & ASSOCIATES, INC., of 3812 West Grand Avenue, City of Chicago, County of Cook, State of Illinois, hereby files a claim for lien against Jefferson State Bank, as trustee under trust agreement dated February 2, 1996 and known as trust number 1992 and unknown owners (hereinafter collectively referred to as "owners") and states:

That on July 6, 1997, the owners owned the following described land in the County of Cook, State of Illinois, to-wit:

Plots 36, 37, 38, 39 and the South     feet of Lot 40 in Block 1 in Scherenberg's Subdivision of Lot 1 in King and Patterson's Subdivision of the Northeast 1/4 of Section 29, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Situated in COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 13-29-207-026-0000  
13-29-207-027-0000  
13-29-207-028-0000

DEPT-01 RECORDING \$17.50  
140004 TRAN 5362 08/29/97 13:45:00  
#1102 SA \*-97-637177  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$14.00

Address(es) of premises: 3124 N. Central Avenue, Chicago, Illinois

That on July 6, 1997, the claimant made a contract with Manor Bowl, Inc. located 3124 N. Central Avenue, Chicago, Illinois, through its agent, George Smiley, authorized or knowingly permitted by said owners, to install 3 laminations to each side of the underside of the top chord from end to end of the truss and install 1-1/4" tie rods, one to each side of the lower chords from end to end, attached to the existing heel plates, said contract for the truss reinforcement for the total sum of \$3,680.00, parts, labor and additional repairs inclusive, and on July 15, 1997, completed thereunder all required to be done by said contract. (See Exhibits A and B attached).

That said owners have not made any payment upon and are not entitled to credits on account thereof, leaving due, unpaid and owing to the claimant the balance of THREE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$3,680.00), for which, with interest, claimant claims a lien on said building.

97637177

T. KORZEN CORPORATION d/b/a  
CARL D. CAMPBELL & ASSOCIATES, INC.

By James W. Hulbert  
JAMES W. HULBERT, as Agent of  
T. KORZEN CORPORATION d/b/a  
CARL D. CAMPBELL & ASSOCIATES, INC.



This Document Prepared by  
and Mail to:  
JAMES W. HULBERT, ESQ.  
SCHIFF & HULBERT  
10 South LaSalle Street  
Suite 900  
Chicago, Illinois 60603  
(312) 422-0060

JM  
12/31/97  
[Handwritten signature/initials]

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T. KORZEN CORPORATION D/B/A  
CARL D. CAMPBELL & ASSOCIATES, INC.

## NOTICE AND CLAIM FOR LIEN SERVICE LIST

By Registered Mail, Return Receipt Requested

Cook County Recorder of Deeds  
118 N. Clark Street  
Room 230  
Chicago, IL 60602

Manor Bowl Inc.  
3124 N. Central Avenue  
Chicago, IL 60634

George Smiley  
3124 N. Central Avenue  
Chicago, IL 60634

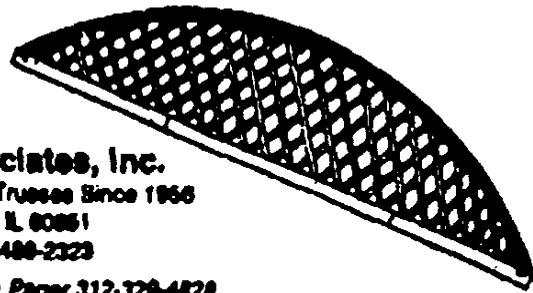
Firststar Bank Illinois  
f/k/a Colonial Bank & Trust Co. of Chicago  
30 N. Michigan Avenue  
Suite 300  
Chicago, Illinois 60602-3402

Jefferson State Bank  
5301 W. Lawrence Avenue  
Chicago, IL 60630-3697

LaSalle Bank Illinois  
f/k/a Affiliated Bank  
3044 Rose Street  
Franklin Park, IL 60131-2776

Property of Cook County Clerk's Office

97637477



**Carl D. Campbell and Associates, Inc.**

Manufacturing, Installing & Repairing Roof Trusses Since 1966  
3812 W. Grand Avenue, Chicago, IL 60651  
Phone: 773-488-2320 • FAX: 773-488-2323

TIM KORZEN • Mobile Phone 312-805-8062 • Pager 312-329-4828

773 617 3115

June 20, 1997

Manor Bowl  
3124 N. Central Avenue  
Chicago, IL 60634

Dear Sirs:

We apologize for the delay in responding but, no one that we have contacted so far will give us a price on two structural steel bar joists, items you requested to hold the weight of the system you want to install.

Therefore, our recommendation is to reinforce the truss itself in order to accommodate the additional loading of this system. We will install 3 laminations to each side of the underside of the top chord from end to end of the truss and install 1-1/2" tie rods, one to each side of the lower chords from end to end, attached to the existing heel plates. The cost for this work will be \$3,680.00.

In order for us to perform this work, you must remove the ceiling.

We are not responsible for repair and/or replacement of any dry wall, ceiling, electric or plumbing.

**ALL MATERIAL IS LAMINATED MADE TO AISC SPECIFICATIONS AND ALL MATERIAL IS IN STOCK.**

We propose to furnish labor and material in accordance with the above specifications, and subject to the Terms and Conditions set forth on the reverse side of the Proposal, for the sum of: \$ 3,680.00 dollars, with payment to be made as follows:

Net 15 days.

ACCEPTANCE: The above specifications, price and payment terms as well as the Terms and Conditions set forth on the reverse side of this Proposal are hereby applied and accepted. You are authorized to proceed with the work.

On Behalf of Corporation:

By \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: 7-6-97

Respectfully submitted,

CARL D. CAMPBELL AND ASSOCIATES, INC.

By: Tim Korzen

Date: 6-20-97

This Proposal may be withdrawn by us if not accepted in 30 days.

Closed 13, 14, 15, 16 AND 17 TH 3:00 PM

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EXHIBIT  
A

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## TERMS AND CONDITIONS

- 1 Tools and Equipment.** We will provide all tools and equipment needed in connection with the work specified in this Proposal. All such tools and equipment will remain our property, and will be removed from the job site upon completion of the work.
- 2 Shoring.** If shoring tools, equipment and materials are needed in connection with the specified work, we will provide them without charge to you for a period of fifteen (15) days. Thereafter, a rental charge of \$2.50 per day per jack-and shoring-timber combination will become due and payable. If the specified work involves roof trusses that have sagged, we will need to reduce or eliminate such sagging in order for the trusses to function properly. In so doing, minor leaking may occur in the working area for which we assume no liability.
- 3 Liability for Materials, Tools and Equipment.** Once the materials, tools and equipment required for the specified work have been delivered to the job site, you are responsible for any loss of or damage to same. You agree to replace, at your cost, any such materials, tools or equipment which are lost or damaged, and further agree to maintain insurance sufficient to cover the cost of same.

**4 Workers' Compensation Insurance.** All of our employees are covered by Workers' Compensation Insurance, and will remain so covered during our performance of the specified work.

**5 Permit.** You are responsible for obtaining, at your cost, any building permits required in connection with the specified work.

**6 Modification of Specified Work.** You may request modifications of the specified work. Where we agree to such modifications, you will thereby become responsible for payment of any additional charges that we assess for such work.

**7 Limited Warranty.** We warrant that all specified work will be completed in a workmanlike manner. In the event that a defect in material or workmanship appears within two (2) years of completion of our work, and provided that we receive written notice of any such defect within ten (10) days of its observance, we will correct such defect at no additional cost to you. This limited warranty shall become null and void immediately and automatically, in the event that (a) you fail to fully and timely comply with the terms of this Proposal, including without limitation, the specified terms of payment; (b) you fail to properly maintain the building area comprising or encompassing our work; (c) you attempt, either by yourself or through another contractor, to modify our work in any material respect; or (d) our work is damaged by an Act of God, or any intentional or negligent act or other cause beyond our reasonable control.

Where the specified work includes work on trusses, the foregoing limited warranty shall also become null and void, immediately and automatically, in the event that (a) the roof is not maintained in sound condition so as to ensure that the trusses are, at all times, kept dry; (b) the trusses are subjected to undue weight from accumulations of water, snow or other materials on the roof; (c) the trusses are cut or otherwise modified for pipes, conduit, vents or the like; or (d) the trusses are used to suspend or support balconies, sprinkler systems, rail systems, cranes or other such items.

**8 Disclaimer of All Other Warranties.** WITH THE SOLE EXCEPTION OF THE FOREGOING LIMITED WARRANTY, WE HAVE NOT MADE AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EITHER EXPRESS OR IMPLIED, CONCERNING ANY MATERIALS OR LABOR THAT MAY BE PROVIDED UNDER THIS PROPOSAL, AND WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING SUCH MATERIALS AND LABOR, BOTH EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

**9 Limitation of Liability.** Our total liability for damages, if any, arising in connection with this Proposal shall not exceed the sums that you actually pay us for the material and/or workmanship in dispute, regardless of whether any such claim arises in or under contract, statute or tort. WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, INJURY TO PERSONS, LOSS OR DESTRUCTION OF PROPERTY, OR DAMAGES RESULTING FROM CLAIMS BROUGHT AGAINST YOU BY OTHER PERSONS. No cause of action arising in connection with this Proposal may be brought against us more than one year after it accrues.

**10 Inspection of Work.** We retain the right to inspect our work during the two-year period following its completion. We will ensure that any such inspection takes place during regular business hours and in a manner which avoids unreasonable disruption of your operations.

**11 Finance Charges and Attorneys' Fees.** In the event that you do not fully and timely pay sums that become due us under this Proposal, finance charges on said sums shall accrue at the rate of 18% per annum until such sums are paid in full. Should we be compelled to enforce our rights to payment of sums due us or any other rights under this Proposal, we shall be entitled to reimbursement by you of all expenses of enforcement and collection, including court costs and reasonable attorneys' fees.

**12 Force Majeure.** We shall not be deemed in default or liable for any failure or delay in our performance under this Proposal if such failure or delay is due in whole or in part to fire, explosion, accident, flood, storm, Act of God, governmental acts, orders or regulations, fuel shortage, mechanical breakdown, failure of power, civil disturbance, hostilities, strike, labor trouble, delay of carriers, acts or omissions of you, your employees or your agents, or any other circumstance beyond our reasonable control.

**13 Governing Law.** This Proposal shall be governed by and construed in accordance with the laws of the State of Illinois.

**14 Assignment.** You may not assign or transfer your rights or obligations under this Proposal without our prior written consent. Any such attempted assignment or transfer without such consent shall be deemed null and void.

**15 Entire Agreement.** This Proposal, upon acceptance by you, shall constitute the entire agreement between us, and shall supersede all prior proposals, agreements, promises and representations by and between us, with respect to the subject matter hereof. Once accepted by you, the agreement embodied in this Proposal may not be changed, altered or modified except by a written instrument signed by an authorized representative of both you and us. Without limiting the generality of the foregoing, no term or condition contained in any purchase order from you which is inconsistent with this Proposal shall be binding upon us, regardless of whether such purchase order has already been or is hereafter acknowledged by us.

Notwithstanding anything to the contrary contained hereinabove, we are not in any way responsible for anything attached to any roof truss on which we work, including, without limitation, any pipes, conduit, vents, balconies, sprinkler systems, rail systems, cranes or other such items.

97637177



Carl D. Campbell and Associates, Inc.  
Manufacturing, Installing & Repairing Roof Trusses Since 1956  
3812 West Grand Ave. • Chicago, IL 60651  
773-486-2020 • FAX 773-486-2323

SOLD TO

Manor Bowl  
3124 N. Central Avenue  
Chicago, IL 60634

INVOICE NO.

97-20102

INVOICE DATE

July 16, 1997

ACCT. NO.

T-1461

SERVICE DATE 7-15-97 PAYMENT TERMS Net 15 days (Payment due 7-31-97)

DESCRIPTION	PRICE	AMOUNT
Truss reinforcement	\$3,680.00	
TOTAL		\$3,680.00

WHITE—CUSTOMER COPY YELLOW COPY—RETURN WITH PAYMENT

Property of Cook County Clerk's Office

9763771777

EXHIBIT  
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STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF COOK )

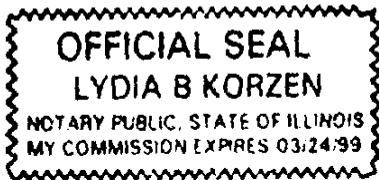
The Affiant, Thomas G. Korzen, being first duly sworn, on oath deposes and says that he is the President of and agent for claimant, T. Korzen Corporation d/b/a Carl D. Campbell & Associates, Inc.; that he has read the foregoing Claim for Lien and knows the contents thereof; and that all the statements therein contained are true.

T. KORZEN CORPORATION, d/b/a  
CARL D. CAMPBELL & ASSOCIATES, INC.

BY Thomas G. Korzen  
THOMAS G. KORZEN  
PRESIDENT

SUBSCRIBED and SWORN to before  
me this 25 day of December, 1997.

Lydia B. Korzen  
NOTARY PUBLIC



Property of Cook County Clerk's Office

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