

"SUBCONTRACTOR NOTICE TO OWNER"

The subcontractor providing this notice has performed work for or delivered material to your general contractor. These services or materials are being used in the improvements to your residence and entitle the subcontractor to file a lien against your residence if the services or materials are not paid for by your home improvement contractor. A lien waiver will be provided to your contractor when the subcontractor is paid, and you are urged to request this waiver from your contractor when paying for your home improvements."

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The claimant, PAINT AMERICA, INC., an Illinois corporation, of 5110 North Lincoln Avenue, Chicago, County of Cook, State of Illinois, hereby files notice and claim for lien against Midwest Trust Services, Inc., as Trustee under Trust No. 97-3-7222 dated August 14, 1997, 1606 N. Harlem Avenue, Elmwood Park, County of Cook, State of Illinois, (hereinafter referred to as "owner") and states:

That on May 21, 1997, the owner owned the following described land in the County of Cook, State of Illinois, to-wit: See legal description attached hereto as Exhibit "A".

That on February 20, 1998, said owner by and through its general contractor, Concord Builders a/k/a Concorde Manufacturing, Inc., a/k/a MAR Holdings, a/k/a Pan American Design Service made a subcontract with the claimant to provide painting and drywall and taping and miscellaneous carpentry labor and material for the building being constructed by said owner, for and in said improvement, and that on March 27, 1998, the claimant completed thereunder all work required to be performed under the contract, as described in Exhibit "B" attached up to the time of the first payout.

That said owner is entitled to credits on account thereof as follows: 0 leaving due, unpaid and owing to the claimant, after allowing all credits, the sum of Five Thousand & Twenty (\$5,020.00) Dollars, for which, with interest, the claimant claims a lien on said land and improvements and on the moneys or other considerations due or to become due from the owner under said contract against said owner.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PAINT AMERICA, INC.,
an Illinois corporation
(Name of sole ownership, firm or corporation)

By: Kenneth D. Bellah, attorney

EXHIBIT "A" TO NOTICE AND CLAIM FOR LIEN

LOT 1 (EXCEPT THE NORTH 12.53 FEET THEREOF) IN COMMISSIONER'S PARTITION OF THE WEST 10 ACRES OF THE SOUTH 91 7/100 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2113 N. KEDZIE UNIT B, CHICAGO, IL

P.I.N. 13-36-113-007-0000

Property of Cook County Clerk's Office

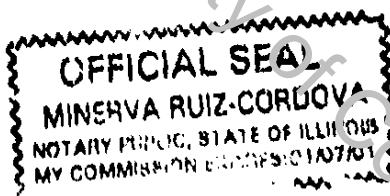
RECORDED

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

The affiant, JOHN GEROULIS, being first duly sworn, on oath deposes and says that he is the President of Paint America, Inc., the claimant; the he has read the foregoing notice and claim for lien and knows the contents thereof; and that all statements therein contained are true.

John Geroulis

Subscribed and sworn to before me this 19th day of May, 1998.



Minerva Ruiz-Cordova

Notary Public

PROOF OF SERVICE

The undersigned hereby certifies under penalties of perjury that a true and correct copy of the foregoing Notice and Claim for Lien was served upon Midwest Trust Services, Inc., 1606 N. Harlem, Elmwood Park, IL 60707 by certified mail, return receipt requested, deliverable to Juanita Chandler, Trust officer, only (restricted delivery) from the U.S. mail station drop box at 230 West Monroe Street, Chicago, Illinois 60606 on May 19, 1998, at 5:00 P.M.

Don Walsh

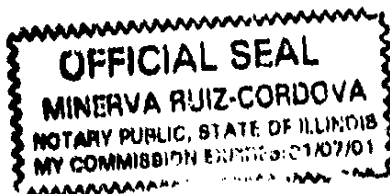
Subscribed and sworn to before me this 19th day of May, 1998.

Minerva Ruiz-Cordova

Notary Public

Prepared by:

Kenneth D. Bellah
MATTHIAS & BELLAH
230 West Monroe Street
Suite 2220
Chicago, IL 60606
(312) 977-0070



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EXHIBIT B

FILE



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A401

**Standard Form of Agreement
Between Contractor and Subcontractor**

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

This document has been approved and endorsed by the American Subcontractors Association and the Associated Specialty Contractors, Inc.

AGREEMENT

made as of the 20th day of February in the year of 98454278
Nineteen Hundred and Ninety Eight Page 4 of 11

BETWEEN the Contractor: Concorde Manufacturing, Inc.
(Name and Address) 111 East Chestnut Street
Chicago, Illinois 60611

and the Subcontractor: Paint America, Inc.
(Name and Address) 5110 North Lincoln Avenue
Chicago, Illinois 60625

The Contract has made a contract for construction dated May 21, 1997 with

The Owner: Braeberry Place L.L.C.
(Name and Address) 1520 North Wells Street
Chicago, Illinois 60614

For the following Project: Braeberry Place Townhouses
(Name and Location) 2113 North Kedzie Avenue
Chicago, Illinois 60647

which Contract is hereinafter referred to as the Prime Contract and which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein has been made available to the Subcontractor.

The Architect for the Project is Roberts Architects, Inc.
(Name and Address) 6440 South Cass Avenue
Westmont, Illinois 60559

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98454278 Page 5 of 11

accordance with Paragraph 5.2.

**ARTICLE 10
SUBCONTRACT SUM**

10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of Three Thousand One Hundred Eighty Five Dollars 00/100 (\$ 3,185.00), Subject to additions and deductions as provided in the Subcontract Documents.

10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:
(Insert the number or other identification of accepted alternates.)
None

10.3 Unit prices, if any, are as follows:
2113 North Kedzie Avenue- Model Unit "H" Opposite Only
Drywall, tape and finish: (To include basement of Model Unit "B" Opposite)
\$ 2,050.00 per unit- 1 unit total

Painting:
\$ 1,000.00 per unit- Model Unit "B" Opposite Only (Basement of Model Unit "B" Opposite to receive paint)
\$ 135.00- Repair and patch work at Model Unit "F" Opposite.

**ARTICLE 11
PROGRESS PAYMENTS**

11.1 Based upon application for payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents.

11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

Upon successful completion of all work

11.3 Provided an application for payment is received by the Contractor not later than the 25th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment within three working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Paragraphs 11.7 and 11.8.

11.4 If an application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

11.5 Each application for payment shall be based upon the most recent schedule values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

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ENCLINETS

CONTRACTOR

Copcon Manufacturing, Inc.
111 E. Chestnut Street
Chicago, Illinois 60611

[Signature] V.P. 2/20/98
(Signature and date)

Charles J. Gross V.P.
(Printed name & title)

[Signature] 2/20/98
(Signature and date)

Kirk Tombs
(Printed name & title)

[Signature] 2/20/98
(Signature and date)

Charles B. Ryan
(Printed name & title)

[Signature]
(Signature and date)

STEVEN GROSS V.P.
(Printed name & title)

SUBCONTRACTOR

Paint America, Inc.
5110 North Lincoln Avenue
Chicago, Illinois 60625

[Signature]
(Signature and date)

[Signature]
(Printed name & title)

98454278 Page 6 of 11

Office of Cook County Clerk's Office

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INVOICE

PAINT AMERICA INC.

5110 N. Lincoln Ave.
CHICAGO, ILLINOIS 60625

(773) 334-0008

INVOICE

INVOICE NO. 00983627
INVOICE DATE 03/30/98

PAGE 1

BOLD TO

PAN AMERICAN DESIGN
CONCORD BUILDERS
111 E. CHESTNUT #55F
CHICAGO, IL 60611

98454278

Page 7 of 11

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	SALESPERSON
-----------------------	--------------	--------------	-------------

ITEM	QUANTITY	UNIT PRICE	TOTAL
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DUE UPON RECEIPT

2113 N. Kedzie

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
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For Painting Work Completed per Contract.
For repair & patch work completed per contract

1,000.00
135.00

MESSAGE

1.5% Fin. Chg. on Invoices over 30 days

EXPENSE TAX	
TOTAL	1,135.00

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INVOICE

PAINT AMERICA INC.

5110 N. Lincoln Ave.
CHICAGO, ILLINOIS 60625

(773) 334-0008

INVOICE

INVOICE NO. 09731036 INVOICE DATE 03/18/98

98454278

Page 8 of 11

PAGE 1

SOLD TO:
PAN AMERICAN DESIGN
CONCORD BUILDERS
111 E. CHESTNUT #55F
CHICAGO, IL 60611

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	SALES PERSON
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TERMS	NOTE
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DUE UPON RECEIPT 2113 North Kedzie Unit B

REFERENCE	DESCRIPTION	AMOUNT
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	For repaint of Kitchen wall due to flooring con laying inlay against and causing black marks.	35.00
	Patch 2 holes in upstairs bathroom by tub.	10.00
	Repaint hallway to top floor due to Concorde laborers damage.	20.00
	Concorde Work Order 980210	

MESSAGE: 1.5% Fin. Chg. on Invoices over 30 days

NET TOTAL	
TAX	
TOTAL	65.00

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INVOICE

PAINT AMERICA INC.

6110 N. Lincoln Ave.
CHICAGO, ILLINOIS 60625

(773) 334-0008

INVOICE

PAGE 1

INVOICE NO.

INVOICE DATE

09731037

03482278

Page 9 of 11

SOLD TO

PAN AMERICAN DESIGN
CONCORD BUILDERS
111 E. CHESTNUT #55F
CHICAGO, IL 60611

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	SALES PERSON
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TERMS	NOTES
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DUE UPON RECEIPT

2113 N. Kedzie Unit B

REFERENCE	DESCRIPTION	AMOUNT
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For upgrade to two tone color scheme.
Concorde Work Order 98-0173

250.00

MESSAGE

1.5% Fin. Chg. on invoices over 30 days

QUOTED TAX
SALES TAX
SHIPPING

TOTAL

250.00

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INVOICE

PAINT AMERICA INC.

5110 N. Lincoln Ave.
CHICAGO, ILLINOIS 60625

(773) 334-0008

INVOICE

PAGE 1

INVOICE NO.

INVOICE DATE

09836206

98434278

Page 10 of 11

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FAN AMERICAN DESIGN
CONCORD BUILDERS
111 E. CHESTNUT #55F
CHICAGO, IL 60611

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	SALES PERSON
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TERMS	NOTES
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DUE UPON RECEIPT

2113 N. Kedzie

REFERENCE	DESCRIPTION	AMOUNT
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For Drywall Labor per contract on Unit B

2,050.00

MESSAGE:

1.5% Fin. Chg. on Invoices over 30 days

SUBTOTAL	
SALES TAX	
DISCOUNTS	
TOTAL	2,050.00

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INVOICE

PAINT AMERICA INC.

5110 N. Lincoln Ave.
CHICAGO, ILLINOIS 60625

(773) 334-0008

INVOICE

INVOICE NO. INVOICE DATE
09836204 02/23/98

PAGE 1

D

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CONCORD BUILDERS
111 E. CHESTNUT #55k
CHICAGO, IL 60611

98454278

Page 11 of 11

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	SALE ORDER NO.

TERMS	NOTES

DUPLICATE UPON RECEIPT

2113 N. Kedzie, Unit B

REFERENCE	DESCRIPTION	AMOUNT
	Repair 31 wall openings in 1st and 2nd floor. Per Concord Purchase Order 98-0065	450.00

MESSAGE:

1.5% Fin. Chg. on invoices over 30 days

ORIGINAL	
SUBTOTAL	
TOTAL	450.00

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PAINT AMERICA INC.

5110 N. Lincoln Ave.
CHICAGO, ILLINOIS 60625

(773) 334-0008

INVOICE

INVOICE

PAGE 1

INVOICE NO. INVOICE DATE
09731038 03/24/98

7

98454278

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PAN AMERICAN DESIGN
CONCORD BUILDERS
111 E. CHESTNUT #55F
CHICAGO, IL 60611

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	SALES PERSON

TERMS	NOTES
DUE UPON RECEIPT	2113 N. Kedzie

REFERENCE	DESCRIPTION	AMOUNT
	Concorde Work Order 98-0211	
	Repair openings from electrical contractor.	135.00

MESSAGE:

1.5% Fin. Chg. on invoices over 30 days

TOTAL	
TAX	
TOTAL	135.00

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INVOICE

PAINT AMERICA INC.

8110 N. Lincoln Ave.
CHICAGO, ILLINOIS 60625

(773) 334-0008

INVOICE

INVOICE NO. INVOICE DATE

09836203 02/23/98

PAGE 1

SOLD TO

PAN AMERICAN DESIGN
CONCORD BUILDERS
111 E. CHESTNUT #55F
CHICAGO, IL 60611

98454278

PURCHASE ORDER NUMBER	DATE ORDERED	PAID BY DATE	SALE ORDER NUMBER

ITEM	NOTE

DUF UPON RECEIPT

2113 N. Kedzie, Unit B

REFERENCE	DESCRIPTION	AMOUNT
	Provide knee wall and window. Includes corner bead and tape per Concord's Change Order.	500.00

MESSAGE:

1.5% Fin. Chg. on invoices over 30 days

NET TOTAL	
TAX	
TOTAL	500.00

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INVOICE

PAINT AMERICA INC.

5110 N. Lincoln Ave.
CHICAGO, ILLINOIS 60625

(773) 334-0008

INVOICE

INVOICE NO. 09836205
INVOICE DATE 02/23/98

PAGE 1

C

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PAN AMERICAN DESIGN
CONCORD BUILDERS
111 E. CHESTNUT #55K
CHICAGO, IL 60611

98454278

INVOICE NUMBER	DATE	PAYMENT DATE	AMOUNT
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DATE	AMOUNT	DESCRIPTION	AMOUNT
------	--------	-------------	--------

DUE UPON RECEIPT

2111 N. Kedzie Unit B

DATE	AMOUNT	DESCRIPTION	AMOUNT
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For temporary trusses to enclose A and B foundations so Concord could heat ground for slab pouring.
Per Concord Change Order

175.00

MESSAGE:

1.5% Fin. Chg. on Invoices over 30 days

TOTAL	175.00
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INVOICE

PAINT AMERICA INC.

5110 N. Lincoln Ave.
CHICAGO, ILLINOIS 60625

(773) 334-0008

INVOICE

PAGE 1

INVOICE NO.
00983621

INVOICE DATE
01/26/98

D

SELL TO:

PAN AMERICAN DESIGN
CONCORD BUILDERS
111 E. CHESTNUT #55F
CHICAGO, IL 60611

98454278

INVOICE NO.	INVOICE DATE	DATE DUE	PAYMENT DATE	SALES TAX
00983621	01/26/98			

TERMS	NOTES
DUE UPON RECEIPT	Braeberry Extras

DESCRIPTION	AMOUNT
Remove drywall from truck and stock in unit H	185.00
Build temporary roofing supports for plastic to cover.	125.00

MESSAGE: 1.5% Fin. Chg. on invoices over 30 days

ORIGINAL SALES TAX	
TOTAL	310.00