

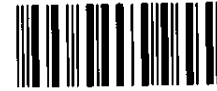
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1999-05-03 15:36:19
Cook County Recorder 15.00

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING MUST BE
MAILED TO:

Mark Friedlander, Esq.
Schiff Hardin & Waite
7300 Sears Tower
Chicago, IL 60606



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BOX 408



This space is for RECORDER'S USE ONLY

ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

THE UNDERSIGNED LIEN CLAIMANT, Conceptica Inc., of Chicago, Illinois ("Claimant"), hereby files a claim for Mechanics Lien against Madison/Bishop, L.L.C., an Illinois Limited Liability Company, 2623 Payne St., Evanston, Illinois 60201 (hereinafter referred to as "Owner"), Ibrahim Shihadeh, 5868 N. Broadway, Chicago, Illinois 60660 (hereinafter referred to as "Developer") and all other persons having or claiming an interest in the below described real estate, and states as follows:

1. That on or about April 20, 1998, Madison/Bishop, L.L.C., held legal title to the following described land in Cook County, State of Illinois, to wit:

PARCEL 1: LOT 10 AND THE WEST 5 FEET OF LOT 11 IN BLOCK 3 IN UNION PARK ADDITION BEING A SUBDIVISION OF LOTS 5 AND 6 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 11 (EXCEPT THE WEST 5 FEET THEREOF) AND ALL OF LOT 12 IN BLOCK 3 IN UNION PARK ADDITION BEING A SUBDIVISION OF LOTS 5 AND 6 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 17-08-334-013 and 17-08-334-014

Commonly known as, 1 North Bishop/1424-38 W. Madison Ave., Chicago, Illinois and hereinafter together with all improvements referred to as the ("Premises");

2. That on or about April 20, 1998, Claimant entered into a written contract with Owner and Developer to provide general contracting services in connection with the construction of the Premises for a total cost of \$2,100,517.00. ("General Contract");

3. That based on information and belief, Owner and Developer are related entities;

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4. That during the performance of the General Contract, Claimant orally agreed, at the special instance and request of the Owner, to remove additional soil in connection with the construction of said Premises for an additional amount of \$68,170.61;

5. That during the performance of the General Contract, Claimant orally agreed, at the special instance and request of the Owner, for additional carpentry upgrades in connection with the construction of said Premises for an additional amount of \$1,692.00;

6. That during the performance of the General Contract, Claimant orally agreed, at the special instance and request of the Owner, for the provision of winter protection, other materials or equipment or additional material costs in connection with the construction of said Premises during the winter period for an additional amount of \$97,994.74;

7. That during the performance of the General Contract, Claimant amended in writing the General Contract, at the special instance and request of the Owner, for additional masonry work in connection with the construction of said Premises for an additional amount of \$8,000.00;

8. That the total amount of the General Contract, including the additional services referenced in paragraphs 4-7 ("Additional Services"), is \$2,276,374.35;

9. That based on information and belief, the Owner knowingly permitted the Developer to enter into the General Contract, including the Additional Services;

10. The last day that Claimant furnished services, labor and/or provided materials was January 18, 1999.

11. That based on information and belief, the services performed by the Claimant were with the knowledge of the Owner;

12. That on or about January 11, 1999, Madison / Bishop, L.L.C., acting through its Managing Director and Member, Ibrahim Shihadeh, terminated the General Contract prior to completion of the project. At the time of termination, Claimant had performed services to the value of \$1,544,731.63;

13. That Madison & Bishop, L.L.C., and/or Ibrahim Shihadeh are entitled to credits in the amount of \$1,265,098.45, leaving due, unpaid and owing to Claimant, after allowing all credits, the sum of \$279,633.18, plus reimbursable expenses; for which, with interest, Claimant claims liens on the Premises and improvements.

CONCEPTICA INC.

By: 

Its: President

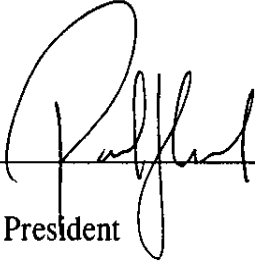
Dated: 04/30/99

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

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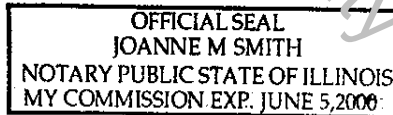
Paul Hardej, being first duly sworn, on oath deposes and says that he is the President of Conceptica Inc., the Claimant, that he has read the foregoing Claim for Lien and knows the contents thereof; and that all of the statements therein are true.

By: 
Its: President

Subscribed and sworn to before me
this 30th day of April, 1999.


Notary Public

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