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Cook County Recorder



**COOK COUNTY** RECORDER EUGENE "GENE" MOORE **ROLLING MEADOWS** 

MECHANIC'S LIEN: NOTICE AND CLAIM

STATE OF ILLINO

SS:

COUNTY OF COOK

The undersigned claimant DESITTER CARPETS, INC., an Illinois corporation (hereinafter referred to as "Claimant"), with an address at One North Kensington, LaGrange, Illinois 60525, hereby notifies you and files a notice and claim for lien against GAMMONELY GROUP (hereinafter referred to as "Contractor"), of 809 Burlington, Western Springs, Illinois 60558, DARIEN GAMMONELY DEVFLOPMENT CO. (hereinafter referred to as "Owner"), of 809 Burlington, Western Springs, Hrinois 60558, and MIDWEST BANK AND TRUST CO. (hereinafter referred to as "Lender"), of 500 W. Chestnut, Hinsdale, Illinois 60521, and states as follows:

On or about March 22, 1999, and subsequently, Owner owned the following described real estate (including all land and improvements thereon) in Cook County, Illinois, commonly known as 5039 Lawn Avenue, Western Springs, Illinois, and legally described as follows (hereinafter referred to as "Real Estate"):

THE NORTH 43 FEET OF LOT 7 AND LOT 8 (EXCEPT THE NORTH 81 FLET THEREOF) IN BLOCK 24 IN FOREST HILLS OF WESTERN SPRINGS, CCCK COUNTY, ILLINOIS, A SUBDIVISION BY HENRY EINFELDT AND GEORGE U. BRUCKERT OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF BLOCKS 12, 13, 14 AND 15 IN THE HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING EAST OF THE A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 7.

Parcel Identification Nos.: 18-07-223-039-0000 and 18-07-223-040-0000

ADDRESS COMMON

809 Burlington, Western Springs IL

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and GAMMONELY GROUP was the Owner's contractor for the improvement of the Real Estate.

- 2. Claimant made a written contract dated March 22, 1999 (hereinafter referred to as "Contract"), with the Contractor, Gammonely Group, under which Claimant agreed to provide all necessary labor, material, and work to furnish and install carpeting in four bedrooms, upper hall and closets in and about the Real Estate for the original contract amount of Three Thousand Seven Hundred Eighteen and 64/100 Dollars (\$3,718.64). A copy of the contract is attached hereto as Exhibit "A".
- 3. The owner authorized Gammonely Group to enter into the Contract and/or the Owner knowingly permitted Gammonely Group to enter into the Contract for the improvement of the Real Estate.
- 4. Claiman completed all required to be done under the Contract and last performed work under the Contract on March 31, 1999, to the value of Three Thousand Seven Hundred Eighteen and 64/100 Dollars (\$3,718.64).
- 5. As of the date hereof, there is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of Three Thousand Seven Hundred Eighteen and 64/100 Dollars (\$3,718.64), which principal amount bears interest at the statutory rate of two percent (2%) per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of Three Thousand Seven Hundred Eighteen and 64/100 Dollars (\$3,718.64), plus interest.

DATED:

June 29, 1999

DESITTER CARPETS, INC.

Thomas Cunningham, President

This document has been prepared by and after recording return to:

McVickers & Associates, Ltd. 2800 West Higgins Road Suite 205 Hoffman Estates, IL 60195 MAIL OT TO THE PERSON OF THE P

Bv:

## UNOFFICIAL COP99659813 Page 3 of 5

## **VERIFICATION**

STATE OF ILLINOIS

**COUNTY OF COOK** 

Thomas Cunningham, being first duly sworn on oath, states that he is President of Claimant, Desitter Carpets, Inc., an Illinois corporation, that he is authorized to sign this Verification to the foregoing Mechanic's Lien: Notice and Claim, that he has read the Mechanic's Lien: Notice and Claim, and that the statements contained therein are true.

THOMAS CUNNIGHAM

Of County Clory's Office

SUBSCRIBED and SWORN TO

before me this 2944 day of

,1999.

NOTARY PUBLIC

C:\Corel\Suite8\Cunningham.Thomas\Mechanic'sLien.wpd

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INVOICE

DESITTER CARPETS, INC. 1 N. KENSINGTON

LAGRANGE, IL 60525 708-352-3535

Sold To GAMMONTEY GROUP 809 BURLINGTON WESTERN SPRINGS, 1L 60558 Ship To 5039 LAWN AVE WESTERN SPRINGS, IL

nvoice Date 3/31/99

Invoice Number . 3543 C

Order Date 03/22/99

Customer PO Number

ARPET AND INSTALLATION OF ALADDIN LEGACY COLOR 718 SANDSTREAM USING 1/2" UB PADDING IN FOUR BEDROOMS, UPPER HALL AND CLOSETS AT 5039 LAWN AVE.

CARPET & PADDING INSTALLATION.

175 1/3 YDS 175 1/3 YDS

@ \$16.25/YD 3.70/YD (ũ)

\$2,849.11

648.72

SALES TAX ON MATERIALS

220.81

TERMS ARE NET 30 DAYS FROM DATE OF INVITCE

THANK YOU FOR ALLOWING US TO SERVE YOU IF YOU HAVE ALREADY PAID THIS INVOICE PLEASE DISREGARD INTEREST OF 2% PER MONTH CHARGED ON ALL TAST DUE INVOICES

PAYMENT MAILING ADDRESS: 7647 S. KEDZIE AVE., CHICAGO, ĮĻ.

SalesRep(s) TLIAN BEORE

Est Del Date Date Delivered - 03/31/99

03/31/99

TOTAL PAYMENTS BALANCE

3,718.64 0.00

3,868.67