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1999-04-09 14:34:51  
Cook County Recorder 23.50

GEORGE E. COLE®  
LEGAL FORMS

No. 367 REC  
February 1996

ORIGINAL CONTRACTOR'S  
CLAIM FOR LIEN



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STATE OF ILLINOIS

COUNTY OF COOK

} SS.

Above Space for Recorder's use only

The claimant, Concorde Manufacturing, Inc.

of 111 E. Chestnut St. #55A, Chicago, County of Cook, State of Illinois,  
American National Bank and Trust Company of Chicago (hereinafter referred to as "Owner"), of  
Trust No. 122063-06  
Cook County, Illinois and states:

That on May 8, 19 97, the owner owned the following described land in the County  
of Cook, State of Illinois, to wit:

See legal attached as Exhibit "A"

Permanent Real Estate Index Number(s): 26-06-201-009-0000

Address(es) of premises: 8721 S. Escanaba, Chicago, Illinois

That on May 8, 19 97, the claimant made a written  
contract with S&H Limited Partnership authorized by said owner to:  
construct single family residence as part of a scattered site housing  
development known as Turnkey Housing Development.

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for the building (3) to be erected on said land for the sum of \$ \$194,503.66  
and on February 22, 19 99, completed thereunder (4) all required by  
said contract to be done.

~~That at the special instance and request of said owner the claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of \$ \_\_\_\_\_ and completed same on \_\_\_\_\_, 19 \_\_\_\_\_ (5)~~

That said owner is entitled to credits on account thereof as follows, to-wit: \$95,851.20

leaving due, unpaid and owing to the claimant, after allowing all credits, the balance of 98,652.46 Dollars for which, with interest, the claimant claims a lien on said land and improvements.

Concorde Manufacturing, Inc.  
(Name of sole ownership, corporation, or partnership)

By [Signature]  
Its PROXIMA

This document was prepared by: Andrew L. Platt  
Griffith & Jacobson, L.L.C., 55 W. Monroe St., #3550

Mail to: Andrew L. Platt Griffith & Jacobson, L.L.C., 55 W. Monroe St.  
(Name and Address)

Chicago Illinois 60603  
(City) (State) (Zip Code)

Or Recorder's Office Box No. \_\_\_\_\_

- (1) If contract made with another than the owner, delete "said owner," name such person and add "authorized or knowingly permitted by said owner to make said contract."
- (2) State what was to be done.
- (3) "being" or "to be," as the case may be.
- (4) "All required to be done by said contract"; or "work to the value of"; or, "delivery of materials to the value of \$ \_\_\_\_\_," etc.
- (5) If extras fill out, if no extras strike out.

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State of Illinois, County of COOK } ss.

The affiant, GERALD A FINCKLE  
being first duly sworn, on oath deposes and says that he is PRESIDENT of  
Concorde Manufacturing, Inc.

the claimant; that he has read the foregoing claim for lien and knows the contents thereof, and that all the statements therein contained are true.

Subscribed and sworn to before me this

24th day of April, 1999  
[Signature]  
Notary Public

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EXHIBIT A

Legal Description:

LOT 38 IN BLOCK 11 IN THE SUBDIVISION MADE BY THE CALUMET AND CHICAGO DOCK COMPANY OF PART OF SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15. EAST OF THE THIRD PRINCIPAL MERIDAN IN COOK COUNTY ILLINOIS.

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AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

**1987 EDITION**

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

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

## AGREEMENT

made as of the Eight day of May in the year of  
Nineteen Hundred and Ninety-seven

**BETWEEN** the Owner:

*(Name and address)*

S&H Limited Partnership  
2620 Kenilworth Avenue  
Wilmette, IL 60091

and the Contractor:

*(Name and address)*

Concorde Manufacturing, Inc.  
111 E. Chestnut St., Suite 55A  
Chicago, IL 60611

The Project is:

*(Name and location)*

Turnkey Housing Development  
Scattered Site Housing Program  
No. IL06-P802-161 Residential

The Architect is:

*(Name and address)*

E.C. Purdy & Associates  
320 North Michigan Avenue  
Suite 1303  
Chicago, IL 60601

The Owner and Contractor agree as set forth below.

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**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Date of Commencement Shall be the date indicated in the Notice To Proceed to be issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than the dates as indicated in *(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

Exhibit F Construction Completion Schedule.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

ARTICLE 4  
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Dollars (\$ One Million Eight Hundred and Ninety Two Thousand.....), subject to additions and deductions as provided in the Contract Documents.  
1,892,000.00

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

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4.3 Unit prices, if any, are as follows:

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## ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Refer to Exhibit G for Payment Procedures.

5.3 Provided an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the Last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment. Owner receives the approved application.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10.0%). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.0%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~percent (97.5%)~~ <sup>Ninety-Seven and one half</sup> percent (97.5%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Upon Turnover for Occupancy and all Work completed, including the correction of non-conforming Work, Retainage shall be reduced as follows:

Warranty Retainage in an amount equal to Two and one-half percent (2.5%) shall be retained by HUD as assurance of Contractor's faithful compliance with the warranty obligation and as provided in the Turnkey Contract of Sale attached hereto as Exhibit A.



## ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The final Two and one-half percent (2.5%) of the Total Cost of the Work shall be paid to Contractor upon the expiration of each applicable one-year warranty period as provided in Paragraph 2.10 of the Turnkey Contract for Sale. Owner's receipt of such funds is a condition precedent to any such payment to Contractor. Contractor acknowledges and agrees that it's final waiver of lien and those of all of it's subcontractors and suppliers shall be tendered to Owner at the time of Substantial Completion to allow for the project to be conveyed to HUD in accordance with the Turnkey Agreement.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

## ARTICLE 8 TERMINATION OR SUSPENSION

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

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## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition
- 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated \_\_\_\_\_, and are as follows:

Document	Title	Pages
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See attached Schedule C. List of Drawings and Specifications.

- 9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
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unless a different date is shown below.

**9.1.5** The Drawings are as follows, and are dated

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

**Number**

**Title**

**Date**

**9.1.6** The addenda, if any, are as follows:

**Number**

**Date**

**Pages**

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Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Exhibit A, Turnkey Contract of Sale (161), dated August 21, 1996, including all Exhibits.

Exhibit B, General Conditions (AIA-A201-1987)

Exhibit C, List of Drawings and Specifications, dated 5/8/97.

Exhibit D, Supplementary Conditions, Dated 5/8/97

Exhibit E, Schedule A, dated 5/8/97.

Exhibit F, Construction and Completion Schedule, dated \_\_\_\_\_.

Exhibit G, Payment Procedures, dated \_\_\_\_\_.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract and the remainder to the Owner.

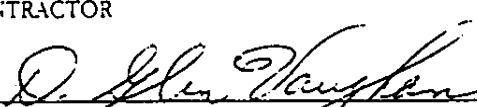
OWNER  
S&H Limited Partnership, by  
DenMar Development Corporation, its  
General Partner.

CONTRACTOR  
Concorde Manufacturing, Inc.

OWNER

CONTRACTOR





(Signature)

(Signature)

William G. Hilburn, President  
DenMar Development Corporation

D. Glen Vaughan, Exec. V.P.

(Printed name and title)

(Printed name and title)



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