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DOCUMENT PREPARED BY
AND RETURN TO:

Repair Service Electric, Inc.
343 S. Lively Blvd.
Elk Grove Village, IL 60007
(847) 593-9600
rseelectric@aol.com



Doc#: 1006149067 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/02/2010 03:37 PM Pg: 1 of 4

STATE OF ILLINOIS
COUNTY OF COOK

ORIGINAL CONTRACTOR'S NOTICE AND CLAIM FOR MECHANIC'S LIEN

PURSUANT TO SECTIONS 60/1, 60/5, 60/21, AND 60/24 OF THE LIEN ACT

NOTICE TO OWNER

Do not pay the contractor for this work or material unless you have received from the subcontractor a waiver of lien or other satisfactory evidence of payment to the Claimant.

NOTICE & CLAIM FOR LIEN IN THE

AMOUNT OF \$5,300.00, plus interest pursuant to 770 ILCS 60/1 and attorney fees pursuant to 770 ILCS 60/17.

TO OWNER OR REPUTED OWNER VIA CERTIFIED MAIL R/R & REG. US MAIL:

Malibu Condo Association
6007 N. Sheridan Rd.
Chicago, IL 60660

TO DEFENDANT OR REPUTED DEFENDANT VIA CERTIFIED MAIL R/R & REG. US MAIL:

THE LIEN CLAIMANT, **Repair Service Electric, Inc.** ("Claimant"), original contractor, claims a lien against the real estate, more fully described below, and against the interest of the following entities in the real estate: **Malibu Condo Association**, owner, , mortgagee (collectively "Owner"), and any other party claiming an interest in the real estate, more fully described below, through, or under the Owner, stating as follows:

1. At all times relevant hereto and continuing to the present, Owner owned the following described land in the County of **Cook**, State of Illinois, to wit:

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PARCEL: [See the legal description attached hereto and incorporated herein as Exhibit "A"]

PIN: 14 05 215 015 0000

which property is commonly known as **6007 N. Sheridan Rd., Chicago, IL 60660** (collectively "Project").

2. On information and belief, said Owner contracted with Claimant for certain improvements to said premises.

3. Owner entered into with Claimant on **9/15/2009**.

4. Claimant completed its work under its contract on **12/10/2009**, which entailed **Labor and Materials: Electrical, new lights and outlets, power A/C unit.** to said premises.

5. There is due, unpaid and owing to Claimant, after allowing all credits, the principal sum of **(\$5,300.00)** which principal amount bears interest at the statutory rate of ten percent (10%) per annum, (as provided for by 770 ILCS 60/1) and costs and reasonable attorney fees (as provided for by 770 ILCS 60/17). Claimant claims a lien on the real estate and against the interest of the Owner, and other parties named above, in the real estate (including all land and improvements thereon) and on the monies or other consideration due or to become due from the Owner under said contract, in the amount of **(\$5,300.00)** plus interest. To date, despite due demand for payment, Claimant remains unpaid for its work at the Project and there is no reasonable basis for the failure to pay Claimant.

6. The amount consists of the following:

A. Base Contract	\$7,300.00
B. Change Orders	\$0.00
C. Adjusted Based Contract	\$7,300.00
D. Amount Paid to Date (Credit)	\$2,000.00
E. Value of Lienable Work Performed As To Date of Completion	\$5,300.00
F. Statutory 10% Interest	\$119.07
Total Principal Amount of Lien	\$5,419.07

Claimant states that no apportionment or allocation of this claim for lien is required by law. In the event that allocation or apportionment is held to be required, and only in that event, Claimant claims a lien on each residential, commercial, parking, and/or other proposed units by allocating a percentage of the total amount owed to Claimant on each unit and/or by parcels shown in the legal description by the method required by applicable law.

7. At all relevant times Owner was aware that Claimant was providing labor and materials for the benefit of the Project and the Property.

8. To the extent permitted by law, all waivers of lien heretofore given by Claimant, if any, in order to induce payment not received are hereby revoked. Acceptance of payment by Claimant of part, but not

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all, of the amount claimed due hereunder shall not operate to invalidate this notice and claim for lien upon the real property listed herein.


VERIFICATION

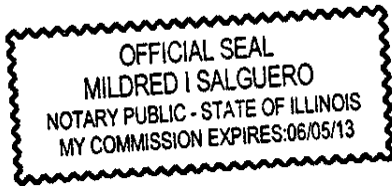
The undersigned, , being first duly sworn, on oath deposes and states that he is the agent of **Repair Service Electric, Inc.**, that he has read the above and foregoing Original Contractor's Notice and Claim for Mechanic's Lien and that to the best of his knowledge and belief the statements therein are true and correct.

Signed by:



Subscribed and sworn to before me on this Second Day of March of 2010.


Notary Public



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Legal Description

lots 6, 7, 8 and 9 (except the west 14, feet of said lots) in block 16; also all that land lying east of and adjoining said lots 6, 7, 8 and 9 and lying westerly of the west boundary line of Lincoln park, as shown on the plat of the commissioners of Lincoln park as filed for record in recorder's office of cook county, Illinois, on July 16, 1931 as document 10938695, all in Cochran's second addition to Edgewater, being a subdivision in the east fractional half of section 5, township 40 north, range 14 east of the third principal meridian, which survey is attached as exhibit A to the declaration made by La Salle National Bank, as trustee, under trust NO. 34662, recorded in the office of the recorder of Cook County, Illinois, as document 20686341 together with an undivided percentage interest in said development parcel (excepting from said development parcel all the property and space comprising all the units as defined and set forth in said declaration and survey) all in Cook County, Illinois.

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Address: 6007 N. Sheridan

Chicago, IL 60660