



## 104TH GENERAL ASSEMBLY

### State of Illinois

2025 and 2026

HB2501

Introduced 2/4/2025, by Rep. Travis Weaver

#### SYNOPSIS AS INTRODUCED:

770 ILCS 60/1

from Ch. 82, par. 1

Amends the Mechanics Lien Act. Provides that an agreement to waive any right to enforce or claim any lien under this Act, whether upon conditional or unconditional terms, or an agreement to subordinate the lien, where the agreement is in anticipation of and in consideration for the awarding of a contract, subcontract, or payment, either express or implied, to perform work or supply materials for an improvement upon real property is against public policy and unenforceable.

LRB104 09510 JRC 19573 b

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The Mechanics Lien Act is amended by changing  
5 Section 1 as follows:

6 (770 ILCS 60/1) (from Ch. 82, par. 1)

7 Sec. 1. Contractor defined; amount of lien; waiver of  
8 lien; attachment of lien; agreement to waive; when not  
9 enforceable.

10 (a) Any person who shall by any contract or contracts,  
11 express or implied, or partly expressed or implied, with the  
12 owner of a lot or tract of land, or with one whom the owner has  
13 authorized or knowingly permitted to contract, to improve the  
14 lot or tract of land or for the purpose of improving the tract  
15 of land, or to manage a structure under construction thereon,  
16 is known under this Act as a contractor and has a lien upon the  
17 whole of such lot or tract of land and upon adjoining or  
18 adjacent lots or tracts of land of such owner constituting the  
19 same premises and occupied or used in connection with such lot  
20 or tract of land as a place of residence or business; and in  
21 case the contract relates to 2 or more buildings, on 2 or more  
22 lots or tracts of land, upon all such lots and tracts of land  
23 and improvements thereon for the amount due to him or her for

1 the material, fixtures, apparatus, machinery, services or  
2 labor, and interest at the rate of 10% per annum from the date  
3 the same is due. This lien extends to an estate in fee, for  
4 life, for years, or any other estate or any right of redemption  
5 or other interest that the owner may have in the lot or tract  
6 of land at the time of making such contract or may subsequently  
7 acquire and this lien attaches as of the date of the contract.

8 (b) As used in subsection (a) of this Section, "improve"  
9 means to furnish labor, services, material, fixtures,  
10 apparatus or machinery, forms or form work in the process of  
11 construction where cement, concrete or like material is used  
12 for the purpose of or in the building, altering, repairing or  
13 ornamenting any house or other building, walk or sidewalk,  
14 whether the walk or sidewalk is on the land or bordering  
15 thereon, driveway, fence or improvement or appurtenances to  
16 the lot or tract of land or connected therewith, and upon, over  
17 or under a sidewalk, street or alley adjoining; or fill, sod or  
18 excavate such lot or tract of land, or do landscape work  
19 thereon or therefor; or raise or lower any house thereon or  
20 remove any house thereto, or remove any house or other  
21 structure therefrom, or perform any services or incur any  
22 expense as an architect, structural engineer, professional  
23 engineer, land surveyor, registered interior designer, or  
24 property manager in, for, or on a lot or tract of land for any  
25 such purpose; or drill any water well thereon; or furnish or  
26 perform labor or services as superintendent, time keeper,

1 mechanic, laborer or otherwise, in the building, altering,  
2 repairing or ornamenting of the same; or furnish material,  
3 fixtures, apparatus, machinery, labor or services, forms or  
4 form work used in the process of construction where concrete,  
5 cement or like material is used, or drill any water well on the  
6 order of his agent, architect, structural engineer, registered  
7 interior designer, or superintendent having charge of the  
8 improvements, building, altering, repairing, or ornamenting  
9 the same.

10 (c) The taking of additional security by the contractor or  
11 sub-contractor is not a waiver of any right of lien which he  
12 may have by virtue of this Act, unless made a waiver by express  
13 agreement of the parties and the waiver is not prohibited by  
14 this Act.

15 (d) An agreement to waive any right to enforce or claim any  
16 lien under this Act whether upon conditional or unconditional  
17 terms, or an agreement to subordinate the lien, where the  
18 agreement is in anticipation of and in consideration for the  
19 awarding of a contract, ~~or~~ subcontract, or payment, either  
20 express or implied, to perform work or supply materials for an  
21 improvement upon real property is against public policy and  
22 unenforceable. This Section does not prohibit release of lien  
23 under subsection (b) of Section 35 of this Act, nor does it  
24 prohibit an agreement to subordinate a mechanics lien to a  
25 mortgage lien that secures a construction loan if that  
26 agreement is made after more than 50% of the loan has been

1       disbursed to fund improvements to the property.

2       (Source: P.A. 100-920, eff. 8-17-18.)