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Doc#: 1031422079 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/10/2010 04:03 PM Pg: 1 of 3

MATERIAL SUPPLIER'S MECHANICS LIEN CLAIM

The claimant, Healy Asphalt Company, LLC ("Claimant"), 3401 South Busse Road, Mount Prospect, Illinois 60056, hereby asserts and files its Material Supplier's Mechanics Lien Claim on the Subject Property (as hereinafter described) and on all funds held in connection with the improvements constructed on the Subject Property and against the interests of Charles Girton, individually and d/b/a First Knight Paving ("Contractor"); WAAH Real Estate II, LLC ("Owner"); JP Morgan Chase Bank, NA, f/k/a American National Bank and Trust Co. of Chicago ("American National Bank"), as Lender; Wayne Hummer Trust Co. ("Debtor"); North Community Bank and Trust Company ("Creditor"); and other persons or entities claiming an interest in the Subject Property.

Claimant states as follows:

1. Since at least July 27, 2010, and subsequently, Owner has owned fee simple title to the Subject Property, including any and all improvements thereon legally described as follows:

Parcel 1: Lot 3 in Ford City Bank Subdivision, being a resubdivision of Lot 1 in L.O.A.R. Enterprises Subdivision, being a part of the southwest 1/4 of Section 31, township 41 north, Range 11 east of the third principal meridian, according to the plat thereof, recorded August 1, 1985 as Document No. LR3452187, in Cook County, Illinois

Parcel 2: Easement for ingress and egress of vehicular and pedestrian traffic for the benefit of Parcel 1 as created by declaration of easements, covenants and restrictions recorded August 8, 1985 as Document No. LR3453708, in Cook County, Illinois

With a common address of 1080 E. Nerge Road, Elk Grove Village, Illinois 60007.

With PIN 08-31-400-040 ("Subject Property").

2. On or about May 14, 2006, Contractor signed a written application for credit with Claimant pursuant to which Claimant agreed to provide asphalt materials to Contractor on credit terms referenced therein. A true and correct copy of which is attached hereto as Exhibit A.

3. On July 27, 2010, Contractor ordered from Claimant and Claimant supplied asphalt material to Contractor for the improvement of and the incorporation of the asphalt material into the Subject Property, pursuant to the terms of its application for credit.

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4. Claimant complied with all of the terms of the credit application of Contractor by supplying all the asphalt materials requested.

5. The last date on which Claimant supplied asphalt materials to Contractor for the Subject Property was July 27, 2010.

6. There is due, unpaid and owing to Claimant therefore, after allowing all credits, the sum of \$4,789.54, plus interest, costs and attorneys fees, provided for in the application for credit and Claimant claims a lien against the Subject Property and improvements constructed thereon and against all money or other consideration due or to become due to Contractor.

Dated this 8th day of November, 2010.

Healy Asphalt Company, LLC

By: John F. Healy
John F. Healy, Managing Member

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

AFFIDAVIT

I, John F. Healy, being first duly sworn, depose and state that I am authorized, as Managing Member of Healy Asphalt Company, LLC, to execute this Subcontractor's/Materialman's Mechanics Lien Claim on behalf of Healy Asphalt Company, LLC, that I have read the foregoing Subcontractor's/Materialman's Mechanics Lien Claim and know the contents thereof, and that the statements contained therein are true.

John F. Healy
John F. Healy, Managing Member
Healy Asphalt Company LLC

Subscribed and sworn to before me
this 8th day of November, 2010

David W. McArdle
Notary Public



**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

David W. McArdle
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
Z:\A\ArrowRoad\HealyAsphalt\FirstKnight\NoticeClaimLien.doc

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Healy Asphalt Company, L.L.C. Application for Credit

Customer Name and Address: First Knight Paving No. of years at address 1
7167 Rye Ridge Cherry Valley IL Telephone Number 847-758-0670
61016

OWNERSHIP: Corporate _____ Partnership _____ Individual X
(Date of Inc. _____)

PRINCIPAL(S): Charles Gorton 7167 Rye Ridge Cherry Valley IL
Name Address Phone 847-758-0678 61016

FINANCING: Bank _____ Address _____

REFERENCES: Rob Roy Equipment Wood Dale IL
Name Address Phone 355 N Wood Dale 630-694-0022
60191
General Diesel Higgins Rd EXU. 847-593-7060
Name Address Phone 2200 60007

5-16-06

TERMS AND CONDITIONS OF CREDIT ACCOUNT

In consideration of buying asphalt materials on open account from Healy, Customer agrees to pay for all monthly purchases by the end of the month following receipt of Healy's invoice. Customer represents that all information provided herein is accurate and that it fully understands that its credit terms are net 30 days with interest accruing on over due balances at the rate of 1.5% per month. Customer agrees that any dispute between Healy and Customer, shall be submitted to binding arbitration under the jurisdiction of the American Arbitration Association, Construction Industry Rules. The venue for all arbitration proceedings shall be at the office of Healy, 3401 S. Busse Road, Mount Prospect, Illinois. Customer agrees to pay all costs incurred by Healy to collect over due balances from Customer, including arbitration, expert witness, and reasonable attorney's fees. Customer agrees to provide its purchaser with a sworn Contractor's Statement listing Healy Asphalt Company, L.L.C. as the supplier of asphalt and listing the value of the asphalt materials. Customer shall provide Healy, upon request, with the address and location of the job where the asphalt is being delivered and the name of the party purchasing said asphalt materials.

By: Charles Gorton 5/14/06 Charles Gorton Owner
Signature Date Print Name and Title

PERSONAL INFORMATION AND PERSONAL GUARANTEE

In consideration of Healy permitting Customer to purchase asphalt materials on an open account basis, the undersigned personally guarantees and assumes all liability and responsibility for the payment of all Healy invoices sent to Customer, pursuant to the terms of this application. The undersigned further agrees to be bound by all of the terms listed above to the same extent that Customer is bound thereby.

By: Charles Gorton 5/14/06 Charles Gorton
Signature Date Print Name and Address 7167 Rye Ridge, Cherry Valley IL
61016