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Cook County Recorder of Deeds
Date: 11/23/2010 11:26 AM Pg: 1 of 9

SUBCONTRACTOR'S NOTICE AND CLAIM FOR MECHANICS LIEN

STATE OF ILLINOIS)
)
COUNTY OF COOK)

**D & D PLUMBING AND HEATING, INC.
(CLAIMANT)**

-VS-

VIA CERTIFIED MAIL R/R
#7010 1060 0001 5141 9367
Transwestern Columbia Centre III, L.L.C.
c/o CT Corporation System
(Registered Agent)
208 So. LaSalle Street, Suite 814
Chicago, IL 60604

VIA CERTIFIED MAIL R/R
#7010 1060 0001 5141 9374
Transwestern Columbia Centre III, L.L.C.
c/o The Corporation Trust Company
(Registered Agent)
1209 Orange Street
Wilmington, DE 19801

VIA CERTIFIED MAIL R/R
#7010 1060 0001 5141 9565
Aslan Realty Partners III, L.L.C.
c/o Managing Partner
150 N. Wacker Drive, Suite 800
Chicago, IL 60606

VIA CERTIFIED MAIL R/R
#7010 1060 0001 5141 9572
Aslan Realty Partners III, L.L.C.
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

VIA CERTIFIED MAIL R/R
#7010 1060 0001 5141 9589
Wisconsin Construction Specialties, Inc.
Attn: Mr. Steven P. Engibous,
(Registered Agent)
N6 W23673 Bluemound Road
Waukesha, WI 53188

VIA CERTIFIED MAIL R/R
#7010 1060 0001 5141 9596
Wells Fargo & Company
c/o Corporation Service Company
(Registered Agent)
2711 Centerville Road
Wilmington, DE 19808

VIA CERTIFIED MAIL R/R
#7010 1060 0001 5141 9619
Morton's of Chicago/Rosemont, Inc.
Attn: C T Corporation System
(Registered Agent)
208 So. LaSalle Street, Suite 814
Chicago, IL 60604

VIA CERTIFIED MAIL R/R
#7010 1060 0001 5141 9626
Morton's of Chicago/ Rosemont, Inc.
Attn: Mr. E. Nicholas Wagner
(Corporation Secretary)
325 N. LaSalle Street, Suite 500
Chicago, IL 60654

(DEFENDANTS)

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YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT;

THE CLAIMANT, **D & D Plumbing and Heating, Inc., (Subcontractor)**, an Illinois Corporation, of 6818 W. Hobart Avenue, Chicago, Illinois 60631, claims a Mechanics Lien against the real estate, more fully described below, and against the interest of the following entities in the real estate: **Wells Fargo Bank, (Mortgagee); Transwestern Columbia Centre III, L.L.C., (Owner); Aslan Realty Partners III, L.L.C., (Owner); Morton's of Chicago/Rosemont, Inc., (Leasee)** (collectively "**Owner**"); **Wisconsin Construction Specialties, Inc., (Contractor)**; and any other persons claiming an interest in the real estate, more fully described below, 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:

PROPERTY: Commonly known as 9525 W. Bryn Mawr Avenue, Rosemont, Illinois 60018.

PIN: 12-10-100-051-0000

See attached **EXHIBIT "A"** for property legal description.

2. On information and belief, **Morton's of Chicago/Rosemont, Inc., (a/k/a Morton's, The Steakhouse)** contracted with **Wisconsin Construction Specialties, Inc.** for certain improvements to said property.

3. That Claimant, **D & D Plumbing and Heating, Inc.**, entered into a Subcontract Agreement with **Wisconsin Construction Specialties, Inc.**, dated January 25, 2010, to furnish labor and material to install plumbing pipe, plumbing fixtures, and associated plumbing accessories for use at said premises.

4. That Claimant, **D & D Plumbing and Heating, Inc.**, completed its work under said Subcontract on July 28, 2010, which entailed the delivery of said material and labor.

5. That, based upon the Subcontract Agreement value of \$61,285.00, Change Orders authorized by **Contractor** at a value of \$4,685.50, and payments made by **Contractor** to

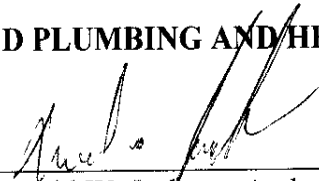
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CLAIMANT of \$58,945.00, there is due and owing to **CLAIMANT**, after allowing all credits, the principal sum of \$7,025.50. That, based upon the amount that **Contractor** has presented to the **Owner** in its Sworn Statement, dated June 25, 2010, as "RETAINAGE", unpaid and owing to **CLAIMANT**, after allowing all credits, the principal sum of **\$6,697.42 (Six Thousand, Six Hundred Ninety-Seven and 42/100 Dollars)** which principal amount bears interest at the statutory rate of ten percent (10%) per annum. **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 against said **Contractor**, in the amount of **\$6,697.42 (Six Thousand, Six Hundred Ninety-Seven and 42/100 Dollars)** plus interest.

6. Consistent with The Illinois Mechanics Lien Act, **CLAIMANT** will file its Subcontractor's Notice And Claim For Lien in the amount of **\$6,697.42 (Six Thousand, Six Hundred Ninety-Seven and 42/100 Dollars)**. This amount matches the amount that **Contractor** has presented to the **Owner** in its Sworn Statement, dated June 25, 2010, as "RETAINAGE", unpaid and owing. (See Sworn Statement - Application And Certificate For Payment - G-702" and "Continuation Sheet - G703" Line Item(s) #20, #29, and #43 per **Exhibit "B"**)

7. 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 all, of the amount claimed due hereunder shall not operate to invalidate this claim.

D & D PLUMBING AND HEATING, INC.

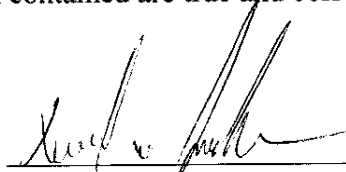
By: 
 David W. Jackson, Authorized Agent

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)


AFFIDAVIT

The Affiant, **David W. Jackson**, being first duly sworn, on oath deposes and says that the Affiant is an authorized representative of **D & D Plumbing and Heating, Inc.**, that the Affiant has read the foregoing Subcontractor's Notice And Claim For Mechanics Lien and knows the contents thereof; and that all the statements therein contained are true and correct.

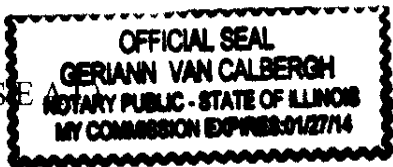


David W. Jackson

SUBSCRIBED AND SWORN to
before me this 27th day
of NOVEMBER, 2010.



NOTARY PUBLIC



My commission expires 1/27/14.

This instrument prepared by:
THE LAW OFFICE OF WILLIAM A. SHELBY, P.C.
240 Lake Street - Suite 101A
Addison, Illinois 60101
(630) 317-7156

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 558.33 FEET (MEASURED ALONG THE NORTH LINE) OF LOT 1 OF HENRY HACHMEISTER'S DIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1908 AS DOCUMENT NUMBER 4183101, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 10; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 217 FEET FOR THE PLACE OF BEGINNING, THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT IN, UNDER THE EASEMENT PARCEL (AS DESCRIBED IN EXHIBIT C) SOLELY FOR THE USE OF SANITARY SEWER AND FOR THE PURPOSE OF SERVICING AND MAINTAINING THE SANITARY SEWER AND EXTENSION IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPHS 2 AND 3 IN THE AGREEMENT AS CREATED, DEFINED AND LIMITED IN THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 1, 1989 AND RECORDED JANUARY 24, 1990 AS DOCUMENT NUMBER 90037337.

PARCEL 3:

EASEMENT OVER PORTIONS OF THE VILLAGE OF ROSEMONT PROPERTY TO THE SOUTH OF PARCEL 1 AS MAY BE INCIDENTAL TO THE USE OF THAT CERTAIN SKYBRIDGE CONNECTING THE 9 STORY BUILDING ON THE LAND WITH THE MULTI-LEVEL CONCRETE PARKING FACILITY ON THE LAND TO THE SOUTH AS CREATED, DEFINED AND LIMITED BY INSTRUMENT RECORDED JULY 25, 1990 AS DOCUMENT 90358728.

PARCEL 4:

ALL RIGHTS, INCLUDING THE USE OF 350 PARKING SPACES, AS GRANTED IN THE PARKING AGREEMENT MADE NOVEMBER 2, 1988 BY AND BETWEEN THE VILALGE OF ROSEMONT, A MUNICIPAL CORPORATION, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 12, 1986 AND KNOWN AS TRUST NUMBER 100841-01, A MEMORANDM OF WHICH WAS RECORDED DECEMBER 14, 1988 AS DOCUMENT 88576464, AS AMENDED BY FIRST AMENDMENT THERETO RECORDED JULY 25, 1990 AS DOCUMENT 90358728, AS AMENDED BY ADDENDUM THERETO RECORDED FEBRUARY 3, 1993 AS DOCUMENT 93087080.

COMMONLY KNOWN AS: 9525 WEST BRYN MAWR AVENUE, ROSEMONT, ILLINOIS

P.I.N. #12-10-100-051-0000

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APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) (Rev. 03)

TO: OWNER
Morton's of Chicago/Rosemont, Inc.
325 N. LaSalle, Suite 500
Chicago, IL 60654

PROJECT:
Morton's of Chicago Steakhouse
Columbia Center III
9525 W. Bryn Mawr Ave.
Chicago, IL 60018

APPLICATION No. FIVE
PERIOD TO: 25-Jun-10
PROJECT NOS.: 07-071

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM: CONTRACTOR
WCSI
23673 W. Bluemound Rd.
Waukesha, WI 53188

VIA ARCHITECT:
Aumiller Youngquist, P.C.
208 S. Jefferson Str 1st Floor
Chicago, IL 60661

CONTRACT DATE: Feb. 1, 2010

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract (Continuation Sheet, AIA Document G703, is attached)

1 ORIGINAL CONTRACT SUM \$741,117.00
2 Net change by Change Orders \$1,070.76
3 CONTRACT SUM TO DATE (Line 1 ± 2) \$742,187.76
4 TOTAL COMPLETED & STORED TO DATE \$802,124.06
5 RETAINAGE:
a. 5% of Completed Work \$37,109.13
b. Total Retainage (Line 5a - 5b) \$37,109.13
6 TOTAL EARNED LESS RETAINAGE \$765,014.93
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$639,525.17
8 CURRENT PAYMENT DUE \$125,489.76
9 BALANCE TO FINISH, INCLUDING RETAINAGE \$802,124.06

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work indicated by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work on which previous certificates for payment were issued and payments received by the Owner, and that correct payment should be made in the amount of \$125,489.76.

CONTRACTOR: WCSI
By: *Shirley Buehl*
Date: 6.25.10

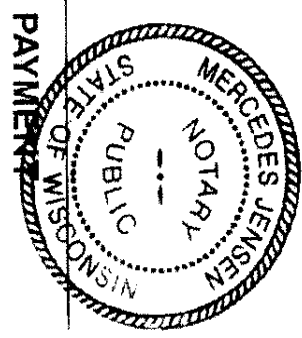
Notary Public: *Mercedes Jensen*
My Commission Expires: *06/30/11*

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$125,489.76

Date: 7/2/10



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	27477.63	
Total approved this month	33313.13 29529.48	
NET CHANGES by Change Order		61,004.06 461,070.76

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • FEBRUARY 2009 • AIA • FORM 702 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.W. AVENUE, MIAMI, FL 33136 • WASHINGTON, DC 20036 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: FIVE
 APPLICATION DATE: 25-Jun-10
 PERIOD TO: Change Orders
 ARCHITECT'S PROJECT NO.: 07-071

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G UNPAID BALANCE COMPLETED AND STORED (D + E - F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	GENERAL CONDITIONS	55,236.00	55,236.00			55,236.00	100%	0.00	5,523.60
2	REMOVALS / SITE WORK	26,228.00	26,228.00			26,228.00	100%	0.00	2,622.80
3	CONCRETE	24,245.00	24,245.00			24,245.00	100%	0.00	2,424.50
4	MASONRY	3,900.00	3,900.00			3,900.00	100%	0.00	390.00
5	STRUCTURAL STEEL	23,840.00	23,840.00			23,840.00	100%	0.00	2,384.00
6	MISC. STEEL	21,282.00	21,282.00			21,282.00	100%	0.00	2,128.20
7	ROUGH CARPENTRY	23,249.00	23,249.00			23,249.00	100%	0.00	2,324.90
8	ARCHITECTURAL MILLWORK	55,448.00	55,448.00			55,448.00	100%	0.00	5,544.80
9	GLASS AND GLAZING	15,617.00	15,617.00			15,617.00	100%	0.00	1,561.70
10	BRASS WORKS	5,463.00	5,463.00			5,463.00	100%	0.00	546.30
11	DOORS AND HARDWARE	12,212.00	12,212.00			12,212.00	100%	0.00	1,221.20
12	CEILINGING & WATERPROOFING	5,700.00	5,700.00			5,700.00	100%	0.00	570.00
13	DRYWALL	46,365.00	46,365.00			46,365.00	100%	0.00	4,636.50
14	ACQUISTICAL TILE	7,000.00	7,000.00			7,000.00	100%	0.00	700.00
15	CERAMIC / QUARRY TILE / STONE	36,258.00	36,258.00			36,258.00	100%	0.00	3,625.80
16	WOOD FLOORING	23,843.00	23,843.00			23,843.00	100%	0.00	2,384.30
17	PAINTING	16,881.00	16,881.00			16,881.00	100%	0.00	1,688.10
18	SPECIALTIES	16,876.00	16,876.00			16,876.00	100%	0.00	1,687.60
19	SPRINKLER	10,200.00	10,200.00			10,200.00	100%	0.00	1,020.00
20	PLUMBING	61,285.00	61,285.00			61,285.00	100%	0.00	6,128.50
21	HVAC	93,900.00	93,900.00			93,900.00	100%	0.00	9,390.00
22	ELECTRICAL SERVICE	57,489.00	57,489.00			57,489.00	100%	0.00	5,748.90
23	LIGHTING	37,150.00	37,150.00			37,150.00	100%	0.00	3,715.00
24	FIRE ALARM SYSTEM	9,500.00	9,500.00			9,500.00	100%	0.00	950.00
25	INSTALL. OF OWNER SUPPLIED ITEM	2,500.00	2,500.00			2,500.00	100%	0.00	250.00
26	OVERHEAD AND PROFIT	41,950.00	41,950.00			41,950.00	100%	0.00	4,195.00
27	ALLOW. \$5,000 Fiber \$2,500 Touchup	7,500.00	7,500.00			7,500.00	100%	0.00	750.00
		\$741,117.00	\$738,617.00	\$2,500.00	\$0.00	741,117.00	100%	0.00	74,111.70

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable percentage for line items may apply.

APPLICATION NO.: FINAL
 APPLICATION DATE: 25-Jun-10
 PERIOD TO: Change Orders
 AIR DIRECTOR'S PROJECT NO.: 07-071

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL VALUE STORED (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Sheet G703	\$741,117.00	\$738,617.00	\$2,500.00	\$0.00	\$741,117.00	100%	\$0.00	\$74,111.70
28	CO #1 Permit	1,510.00	1,510.00			1,510.00	100%	0.00	151.00
29	CO #2 Plumbing	5,166.70	5,166.70			5,166.70	100%	0.00	516.67
30	CO #3 Electrical dishwasher	948.75	948.75			948.75	100%	0.00	94.88
31	CO #4 Concrete curb	550.00	550.00			550.00	100%	0.00	55.00
32	CO #5 Electrical	1,643.40	1,643.40			1,643.40	100%	0.00	164.34
33	CO #6 Framing @ Storefront Windows	3,660.80	3,660.80			3,660.80	100%	0.00	366.08
34	CO #7 Toilet Partition change	-1,923.24	-1,923.24			-1,923.24	100%	0.00	-192.32
35	CO #8 Baby Changing Stations change	1,562.00	1,562.00			1,562.00	100%	0.00	156.20
36	CO #9 Add exterior panic device	357.50	357.50			357.50	100%	0.00	35.75
37	CO #10 Existing Bar	5,659.50	5,659.50			5,659.50	100%	0.00	565.95
38	CO #11 Fiber Optic Allowance	2,709.30	2,709.30			2,709.30	100%	0.00	270.93
39	CO #12 Relocate existing AUIU #1 piping	2,076.62	2,076.62			2,076.62	100%	0.00	207.66
40	CO #13 Exig Bar Mold & Carpet removal	1,472.90	1,472.90			1,472.90	100%	0.00	147.29
41	CO #14 Public Hallway	0.00				0.00	#DIV/0!	0.00	0.00
42	CO #15RA Electrical adds	5,739.80	5,739.80			5,739.80	100%	0.00	573.98
43	CO #16R Plumbing Changes	522.50	522.50			522.50	100%	0.00	52.25
44	CO #17R Add'l Blinds	2,083.40	2,083.40			2,083.40	100%	0.00	208.34
45	CO #18R Carpentry changes	5,064.32	5,064.32			5,064.32	100%	0.00	506.43
46	CO #19R Colored Concrete	-2,492.10	-2,492.10			-2,492.10	100%	0.00	-249.21
47	CO #20 Overtime estimate	0.00				0.00	#DIV/0!	0.00	0.00
48	CO #21R - Electrical & Floor filling	3,392.40	3,392.40			3,392.40	100%	0.00	339.24
49	CO #22 Existing Bar Modifications	7,138.49	7,138.49			7,138.49	100%	0.00	713.85
50	CO #23 Carpentry Overtime	2,750.00	2,750.00			2,750.00	100%	0.00	275.00
51	CO #24 Low Voltage for Sound	517.00	517.00			517.00	100%	0.00	51.70
52	CO #25 Painting	850.00	850.00			850.00	100%	0.00	85.00
53	CO #26 Electric	1,164.90	1,164.90			1,164.90	100%	0.00	116.49
54	CO #27 Depinto Carpentry	4,024.26	4,024.26			4,024.26	100%	0.00	402.43
55	CO #28 Various Additional	2,754.86	2,754.86			2,754.86	100%	0.00	275.49
56	CO #29 Vestibule entry	2,100.00	2,100.00			2,100.00	100%	0.00	210.00
57	CO #30 Hose Bib (Paved)	0.00				0.00	#DIV/0!	0.00	0.00
		202,187.76	\$766,094.63	\$56,026.48	\$0.00	802,121.06	100%	0.00	79,324.19
		800,212,706							

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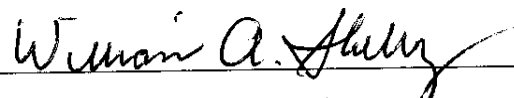
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PROOF OF SERVICE

William A. Shelby, an attorney, under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, certifies that he served the Subcontractor's Notice And Claim For Mechanics Lien, together with the documents referred to therein, upon the aforementioned parties, by placing a copy of the same in an envelope properly stamped with prepaid postage- by CERTIFIED MAIL RETURN RECEIPT REQUESTED, sealed, and addressed, and placing same with the U.S. Post Office in Addison, Illinois 60101 at or about the hour of 5:00 p.m. on November 23, 2010.



William A. Shelby - Attorney