

**IN THE CIRCUIT COURT  
OF SHELBY COUNTY, ALABAMA**

JOHN REAMER,

Plaintiff,

v.

HAL J. MCCULLOUGH, PAULA  
MCCULLOUGH, et al.

Defendants.

Case No. CV 00-1235

**NOTICE OF LIS PENDENS**

STATE OF ALABAMA)

JEFFERSON COUNTY)

TAKE NOTICE THAT John Reamer claims an interest in the property identified on attached Exhibit "A", located and situated in Shelby County, Alabama.

The nature of his interest is as follows: He claims this property was fraudulently transferred to avoid creditors and that he has commenced an action, as shown above, to avoid the transfer and/or levy execution on the subject property to satisfy a judgment. See Exhibit B for more details.

Respectfully submitted,

John Martin Galese

Kallie Chambers Lunsford

GALESE & INGRAM, P.C.  
300 First Commercial Bank Building  
800 Shades Creek Parkway  
Birmingham, AL 35209  
(205) 870-0663

Inst # 2001-04943  
02/12/2001-04943  
12:04 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 CJ1 26.00

STATE OF ALABAMA

COUNTY OF SHELBY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of FIFTEEN THOUSAND DOLLARS and NO/100 Dollars (\$15,000.00) to good and valuable consideration to the undersigned grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, HAL J. McCULLOUGH, (a married man) D/B/A JACO CONSTRUCTION COMPANY (herein referred to as grantor), grant, bargain, sell and convey unto PAULA H. McCULLOUGH (a married woman) (herein referred to as grantee), the following described real estate, situated in Jefferson County, Alabama, to-wit:

Lot 150, according to the Map of Highland Lakes, 1<sup>st</sup> Sector, an Eddleman Community, as recorded in Map Book 18, Page 37 A, B, C, D, E, & G, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 1 Sector, recorded as Instrument #1994-07112 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Mineral and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 1994, and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements as shown by recorded plat, including tree bufferline as shown on recorded plat.
- (3) Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #1994-07111, in said Probate Office, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.

\$ of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

- (4) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, as recorded as Instrument #1994-07112, in said Probate Court.
- (5) Subdivision restrictions shown on recorded plat in Map Book 18, Page 37, A, B, C, D, E, F & G provide for construction of single family residence only.
- (6) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out as Instrument Book 28, Page 237, in said Probate Court.

03/21/2000-08815  
08:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

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Inst. # 2000-08815

EXHIBIT A

(7) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:

(a) Front setback: 59 to 84 feet, as per plot Plan which must be approved by the ARC;

(b) Rear setback: 35 feet

(c) Side setback: 15 feet

(8) Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 111, page 408, Book 109, page 70; Book 149 page 380; Book 173, page 364, Book 276, page 670, Book 134, page 408, Book 133, page 212, Book 133, page 210, and Real Volume 31, page 355 in said Probate Office.

(9) Right(s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Book 196, page 246 in said Probate Court.

(10) Agreement with Alabama Power Company as to covenants pertaining thereto, recorded as Instrument #1994-1186, in said Probate Office.

(11) Rights of riparian owners in and to the use of Lake, if any.

(12) Lake Easement Agreement executed by Highland Lake Properties, Ltd. And Highland Lake Development, Ltd., providing for easements, use by others, and maintenance of Lake Property described within Instrument #1993-15705 in said Probate Office.

(13) Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704 in said Probate Office.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

Grantee understands and agrees that Grantor has obtained from the Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include, without limitation, the preparation and implementation of a Best Management Practices Plan for structural and non-structural practices to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc.) to State waters in stormwater runoff in accordance with the requirements of the General Permit.

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall have the right after 10 days notice to take such corrective action as may reasonably be necessary to cure such violation and Grantee shall indemnify and hold Grantor harmless for any costs reasonably incurred in taking such corrective action.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns



arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantor, its successors and assigns hereby acknowledge that the Grantor shall not be liable for and no action shall be asserted the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches, or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

TO HAVE AND TO HOLD to the said Grantee, his heirs and assigns, forever.


IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 15<sup>th</sup> day of March, 2000.



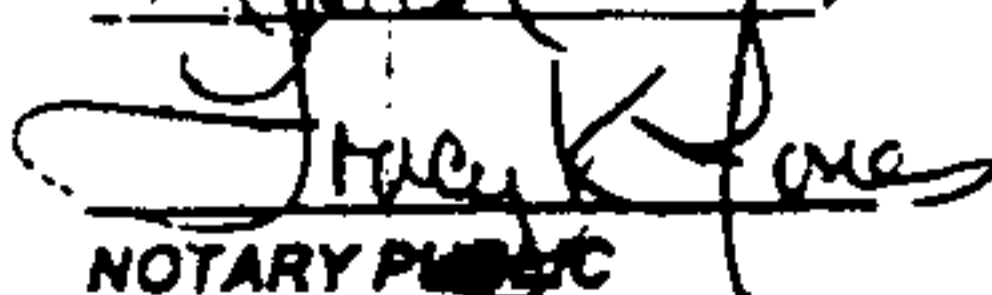
HAL J. McCULLOUGH (GRANTOR)

## STATE OF ALABAMA

### COUNTY OF JEFFERSON

I, , the undersigned authority, a Notary Public in and for said County in said State, hereby certify that HAL J. McCULLOUGH whose name is signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that being informed on the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this 20th day of March, 2000.

  
NOTARY PUBLIC

Inst • 2000-09915

My Commission Expires:

7/16/2002

03/21/2000-09915  
08:06 AM CERTIFIED  
SELF CANCELLED BY PRINTER  
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**IN THE CIRCUIT COURT  
OF SHELBY COUNTY, ALABAMA**

JOHN REAMER,

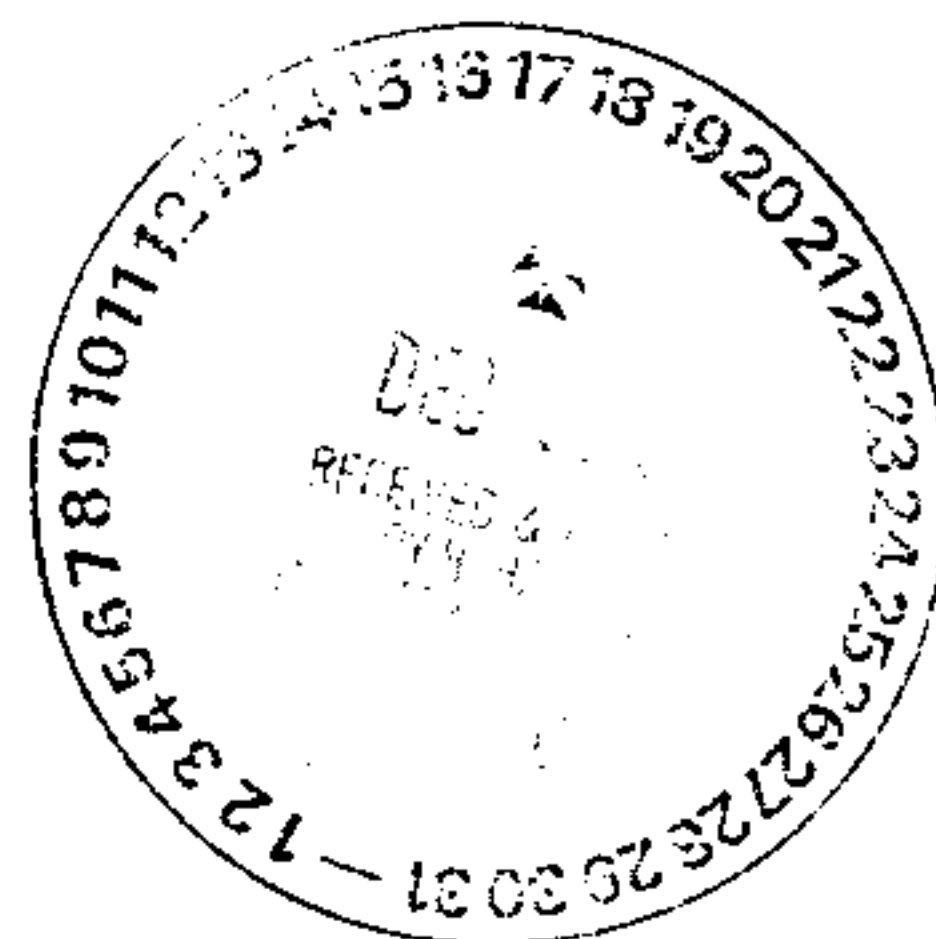
Plaintiff,

v.

Case No. CV-00-1235

HAL J. MCCULLOUGH, PAULA  
MCCULLOUGH, and John Doe, Mary Roe  
and ABC Corporation being that person, firm,  
corporation or other legal entity which was  
involved in the fraudulent transfer of property  
to avoid creditors and who caused or  
contributed to the injuries and damages  
sustained by the Plaintiff, whose names are  
otherwise unknown, but will be added by  
amendment when ascertained,

Defendants.



**COMPLAINT**

John Reamer, for Complaint against the Defendants, states as follows:

1. Plaintiff is an adult, resident citizen of the State of Alabama.
2. Hal J. McCullough is an adult, resident citizen of the State of Alabama.
3. Paula McCullough is an adult, resident citizen of the State of Alabama.
4. John Doe, Mary Roe and ABC Corporation is being that person, firm, corporation or other legal entity which was involved in the fraudulent transfer of property to avoid creditors and who caused or contributed to the injuries and damages sustained by the Plaintiff, whose names are otherwise unknown, but will be added by amendment when ascertained.
5. On January 28, 1997 the Plaintiff filed a lawsuit against Hal J. McCullough and Advanced Walls and Foundations, Inc.
6. On or about December 3, 1999 the Plaintiff obtained a judgment in the amount of \$243,673.74 against Hal J. McCullough in the Circuit Court of Jefferson County, Alabama.

**EXHIBIT B**

7. On or about January 14, 2000 the Certificate of Judgment was recorded in the Office of the Shelby County Judge of Probate, instrument number 2000-01641.
8. At the time the judgment was obtained and recorded, Hal J. McCullough was the owner of the property described in attached Exhibit A.
9. After the entry of the judgment, Hal J. McCullough transferred said property to his wife, Paula McCullough, to avoid his judgment creditor, the Plaintiff, in violation of Alabama Code §8-9A-1 et seq.

WHEREFORE, the Plaintiff prays this Court will avoid the transfer and/or levy execution on the subject property to satisfy the Plaintiff's said judgment, and award the Plaintiff punitive damages, interest and costs. The Plaintiff prays for such other, further or different relief, as in equity and in good conscience, under the facts and under the law, which may be proper.

Respectfully submitted,


  
\_\_\_\_\_  
John Martin Galese, Esq.  
(GAL008)

  
\_\_\_\_\_  
Kallie Chambers Lunsford, Esq.  
(LUN007)

GALESE & INGRAM, P.C.  
300 First Commercial Bank Building  
800 Shades Creek Parkway  
Birmingham, AL 35209  
(205) 870-0663

**JURY DEMAND**

Plaintiff hereby demands a trial by struck jury on all issues in this case.

  
\_\_\_\_\_  
Attorney for Plaintiff

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