


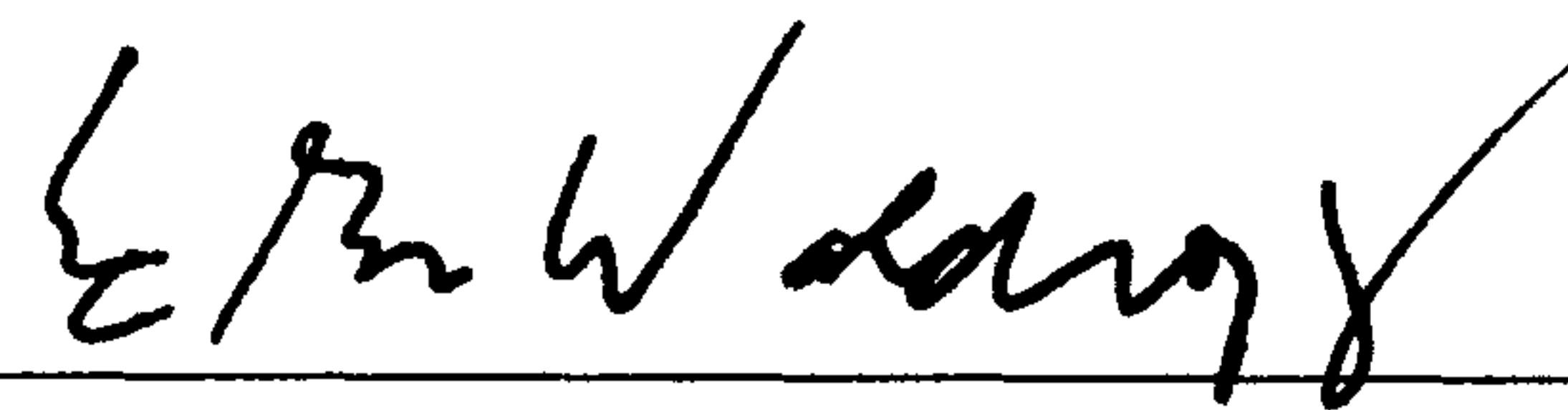
STATE OF ALABAMA

COUNTY OF SHELBY


20060309000111940 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
03/09/2006 02:37:35PM FILED/CERT


NOTICE OF RECORDING OF INTEREST IN REAL PROPERTY

Please take notice that T. E. Stevens Co., Inc. ("Stevens") claims an interest in the real property described on Exhibit "A" hereto pursuant to the written instrument attached as Exhibit "B" hereto.



Attorney for T. E. Stevens Co., Inc.
E. Glenn Waldrop, Jr.
Lightfoot, Franklin & White, LLC
400 20th Street North
Birmingham, AL 35203
(205) 581-0700

EXHIBIT "A"


20060309000111940 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
03/09/2006 02:37:35PM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

The Green Briar Place Project located at:

PARCEL 1: W-1/2 OF E-1/2 OF SW-1/4, SECTION 24 AND ALL NORTH OF FLORIDA SHORT ROUTE HIGHWAY OF W-1/2 OF E-1/2 OF NW-1/4 OF NW-1/4, SECTION 25. SAID PARCEL SITUATED IN TOWNSHIP 19, RANGE 1 W, IN SHELBY COUNTY, ALABAMA.

PARCEL 2: E-1/2 OF E-1/2 OF W-1/2 OF SW-1/4, SECTION 24 AND ALL NORTH OF FLORIDA SHORT ROUTE HIGHWAY OF E-1/2 OF E-1/2 OF W-1/2 OF NW-1/4, SECTION 25. SAID PARCEL SITUATED IN TOWNSHIP 19, RANGE 1 W, SHELBY COUNTY, ALABAMA.



**T.E. STEVENS
CONSTRUCTION**

20060309000111940 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
03/09/2006 02:37:35PM FILED/CERT

P. O. BOX 530373
BIRMINGHAM, AL 35283
PHONE (205) 252-1600
FAX (205) 251-0031

February 2, 2006

Mr. Bobby Hulsey
B. Hulsey Company
1001 Wilmington Cove
Birmingham, Alabama 35242

RE: Greenbriar/Birch Creek

Mr. Hulsey:

Per our meeting this morning, it is our understanding that we will be paid approximately \$10,000.00 per lot upon each lot closing at Greenbriar until the balance of our account is settled. We further understand that you expect to close on five (5) lots the week of February 6th and fifteen (15) more lots by February 24th.

We agreed in our meeting this morning that we are owed the following balance.

1. Birch Creek	\$15,485.00
2. Greenbriar	\$72,325.00
3. LESS: Engineering Layout Credit	<u>(\$ 2,340.00)</u>

TOTAL AMOUNT DUE \$85,470.00

Payment to T.E. Stevens in the amount of \$8,439.08 for materials purchased from Hughes Supply will reduce the balance due by that amount. After we meet with you on Monday, February 6th, to receive payment for Hughes Supply, we will FedEx over-night our check to Hughes Supply and communicate with them concerning prompt issuance of their lien release. We will immediately forward the lien release to you upon receipt from Hughes.

Based on our meeting, we anticipate receiving full payment of \$85,470.00 on or about February 28, 2006. It is understood that neither T.E. Stevens nor Bobby Hulsey can anticipate the amount of time Hughes Supply will require to issue their lien release and that the time table anticipated for full payment and lot closings may be affected by Hughes Supply's response. T.E. Stevens will make all reasonable efforts to communicate with Hughes and expedite their lien release.

We ask that you acknowledge our agreement by signing in the space provided below. If there is any part of this agreement that you disagree with or do not understand, please let me know immediately.

Sincerely,


Jeff Parker
T.E. STEVENS COMPANY

ACCEPTED: 

(Agreed and Understood)

DATE: 2-8-06

EXHIBIT "B", p. 1 of 1