

**VERIFIED STATEMENT OF MECHANICS' LIEN AGAINST  
RIVERCHASE GARDENS AND SPM LLC  
AND  
AFFIDAVIT OF JEFFREY C. SMITH**

**The Sherwin-Williams Company**, an Ohio Corporation, hereby files this statement in writing, verified by the oath of the undersigned, and who has personal knowledge of the facts herein set forth.

That **The Sherwin-Williams Company** claims a lien upon the following described property situated in **Shelby County, Alabama**, to wit:

**Riverchase Gardens**

**See Exhibit "A" attached hereto**

**Source of Title: Deed Book 385, Page 519; Deed Book 385, Page 523**

**Shelby County, Alabama Probate Records**

1. The lien is claimed separately and severally as to both the buildings, structures and improvements thereon said land.
2. Said lien is claimed to secure the indebtedness of **\$3,801.38**, plus subsequent interest at the rate of 18% per annum, and any and all other sums due and owing to **The Sherwin-Williams Company** for materials and services provided **Riverchase Gardens and SPM LLC** for the improvement of said property.
3. The record owner of said property is believed to be:  
**Riverchase Gardens**
4. **Riverchase Gardens and SPM LLC** purchased said materials and services on open account and after demand having been made **Riverchase Gardens and SPM LLC** failed or refused to pay for the same. There is presently a balance in the amount of **\$3,801.38** plus subsequent interest at a rate of 18% per annum, together with attorney's fees incurred.

**THE SHERWIN-WILLIAMS COMPANY**

By: \_\_\_\_\_

**Jeffrey C. Smith**

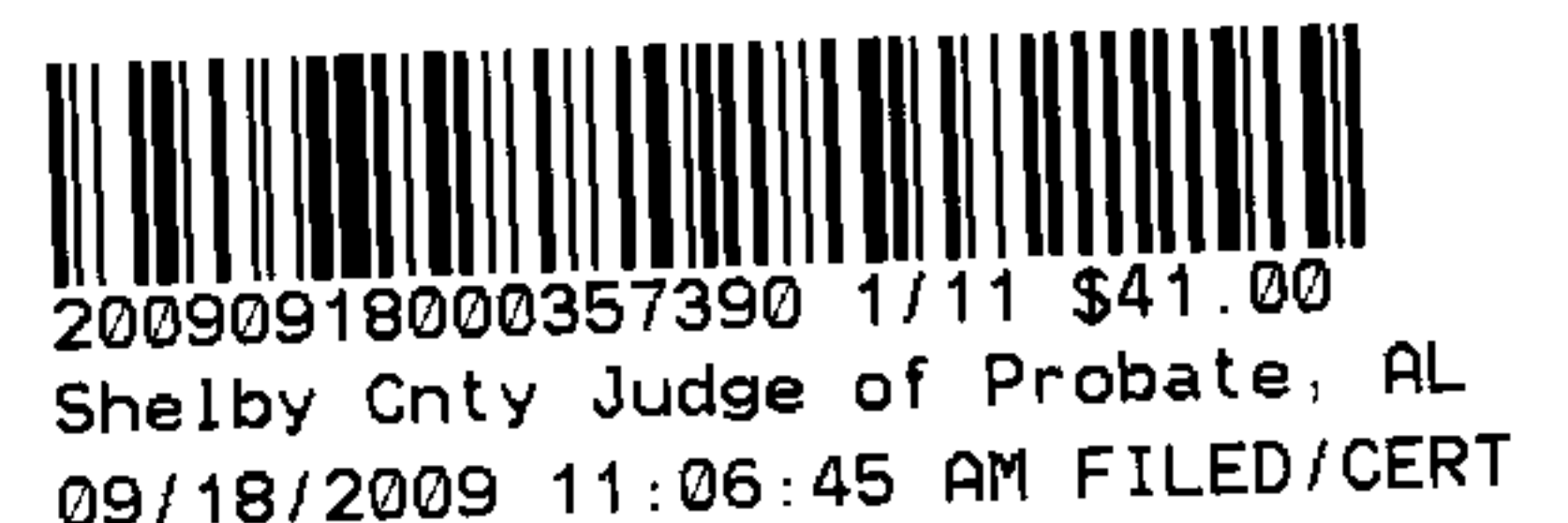
Attorney for The Sherwin-Williams Company

Rosen Harwood, P.A.

P. O. Box 2727

Tuscaloosa, AL 35403-2727

(205) 344-5000



STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that JEFFREY C. SMITH, attorney for The Sherwin-Williams Company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, being informed of the contents of the instrument, and having first hand knowledge of the same, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this the 17<sup>th</sup> day of September 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 8/6/13

THIS INSTRUMENT WAS PREPARED BY:

Jeffrey C. Smith  
ROSEN HARWOOD, P.A.  
2200 Jack Warner Parkway, Suite 200  
P. O. Box 2727  
Tuscaloosa, AL 35403

i:\jeff\sherwin-williams\riverchase\verified statement of lien.doc



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Shelby Cnty Judge of Probate, AL  
09/18/2009 11:06:45 AM FILED/CERT

1498

\$6,412,200.00  
Paid By Mortgage

Send tax notice to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This instrument was prepared by :

Robert C. Walthall  
Bradley, Arant, Rose & White  
1400 Park Place Tower  
Birmingham, Alabama 32503

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other valuable considerations paid to RIVERCHASE GARDENS, LTD., an Alabama limited partnership, hereinafter called "Grantor," by RIVERCHASE GARDENS, an Alabama general partnership, hereinafter called "Grantee," receipt of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Grantee a tract of land, situated in Jefferson County, Alabama, being more particularly described as follows:

Lot 1 according to the Survey of Riverchase Gardens, First Sector, as recorded in Map Book 8, page 153, in the Probate Office of Shelby County, Alabama.

Easement for the benefit of said parcel as created by Reciprocal Easement Agreement dated December 1983 and recorded in Volume 54, page 177 as amended by amendment dated November 13, 1986 and recorded in Deed Book 99, page 905 for the proposed described in that easement.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever, SUBJECT, however to the following: (a) such easements not specifically referred to herein as may exist over, upon, or across said land for public roads, electric power transmission lines, telephone lines, telegraph lines, or pipelines; (b) applicable zoning and subdivision regulations; (c) taxes for the current tax year; and (d) exceptions, easements, covenants and restrictions described on Exhibit A attached hereto and made a part hereof.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances except as set forth hereinabove; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons.

BARW 1 49708

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Shelby Cnty Judge of Probate, AL  
09/18/2009 11:06:45 AM FILED/CERT

EXHIBIT "A"



IN WITNESS WHEREOF, the Grantor has caused these presents to be  
executed in its name and behalf by its general partners thereunto duly authorized this, the  
24 day of January, 1992.

RIVERCHASE GARDENS, LTD.

By: Frank A. Nix  
Frank A. Nix, General Partner

WITNESS:

Robert W. [Signature]

By: William C. Hulsey  
William C. Hulsey, General Partner

WITNESS:

Robert W. [Signature]

By: Sims R. Beavers  
Sims R. Beavers, General Partner

WITNESS:

Robert W. [Signature]

BARW 149708

STATE OF ALABAMA       )  
                                  :  
COUNTY OF JEFFERSON    )

I, the undersigned, a notary Public in and for said County in said State, hereby certify that Frank A. Nix, William C. Hulsey and Sims R. Beavers, whose names as General Partners of Riverchase Gardens, Ltd., an Alabama limited partnership, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they, as such general partners and with full authority, executed the same voluntarily for and as the act of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 24 day of January, 1992.

Nancy Sargent  
Notary Public

My Commission Expires 12/11/95

BOOK 385 PAGE 521

BARW 1 49708

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Shelby Cnty Judge of Probate, AL  
09/18/2009 11:06:45 AM FILED/CERT

# EXHIBIT A

1. Easement as shown on recorded map in Map Book 8, Page 153 as located in Survey of Coulter, Gay, Salmon and Martin, revised October 8, 1986. (Parcel I)
2. 25 foot and 50 foot permanent slope easement as shown by survey of Coulter, Gay, Salmon and Martin, revised October 8, 1986. (Parcel I)
3. Mineral and mining rights and rights incident thereto recorded in Deed Book 64, Page 50, in the Probate Office of Shelby County, Alabama.
4. Covenants and restrictions with Blue Cross recorded in Misc. Book 19, Page 690 in the Probate Office of Shelby County, Alabama.
5. Declaration of protective covenants, agreements, easements and charges and liens for Riverchase (Business), recorded in Misc. Book 19, Page 633 in the Probate Office of Shelby County, Alabama.
6. Covenants and restrictions referred to as Item #6 in deed recorded in Deed Book 331, Page 757 to wit: Said property conveyed by this instrument is hereby restricted to use as a multi-family development and related uses with a density not to exceed twelve (12) units per acre as defined in the Riverchase Architectural Committee Development Criteria for Planned Multi-Family (PR-1) District of Riverchase dated April 11, 1980, unless a change in use is authorized pursuant to the Riverchase Business Covenants, as described in Paragraph 5 in deed, said restrictions to be effective for the same period of time as the Riverchase Business Covenants. (Parcels I and II)
7. Rights of tenants as tenants only under tenant leases. (Parcels I and II)
8. 15 foot easement rear, 25 foot easement on map in Northwest corner and as set forth in Real 2571, Page 628 as located on survey of Coulter, Gay, Salmon and Martin, revised October 8, 1986. (Parcel II)
9. 25 foot permanent slope easement to Wren Development for construction and maintenance of earthen embankment as shown by survey of Coulter, Gay, Salmon and Martin, revised October 8, 1986. (Parcel II)
10. Terms and provisions and conditions of reciprocal easement agreement as recorded in Volume 54, Page 177 in the Probate Office of Shelby County, Alabama, and as modified by Deed Real 99, page 905. (Parcels I and II)

BOOK 385 PAGE 522

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1. Deed Tax	
2. Mig. Tax	
3. Recording Fee	10.00
4. Indexing Fee	5.00
5. No Tax Fee	7.00
6. Certified Fee	1.00
Total	23.00



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Shelby Cnty Judge of Probate, AL  
09/18/2009 11:06:45 AM FILED/CERT



6,412,200.00  
Paid By Mortgage

1499

Send tax notice to:

This instrument was prepared by :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Robert C. Walthall  
Bradley, Arant, Rose & White  
1400 Park Place Tower  
Birmingham, Alabama 32503

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other valuable considerations paid to RIVERCHASE GARDENS II, LTD., an Alabama limited partnership, hereinafter called "Grantor," by RIVERCHASE GARDENS, an Alabama general partnership, hereinafter called "Grantee," receipt of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Grantee a tract of land, situated in Jefferson County, Alabama, being more particularly described as follows:

Lot 2 according to the Survey of Riverchase Properties, Second Addition to Riverchase, as recorded in Map Book 9, page 40, in the Probate Office of Shelby County, Alabama.

BOOK 385 PAGE 523

Easement for the benefit of said parcel as created by Reciprocal Easement Agreement dated December 1983 and recorded in Volume 54, page 177 as amended by amendment dated November 13, 1986 and recorded in Deed Book 99, page 905 for the purposes described in that easement.

Easement for the benefit of said parcel as created by that certain Easement dated December 13, 1983 and recorded in Real 2571, page 628 and refiled by Real 99, page 911 for the purpose of a sanitary sewer pipeline.

BARW 1 49727

Easement for the benefit of said parcel as created by that certain Easement dated November 30, 1983 and recorded in Real 2429, page 31 and refiled in Real 85, page 56 for the purpose of a sanitary sewer pipeline.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever, SUBJECT, however to the following: (a) such easements not specifically referred to herein as may exist over, upon, or across said land for public roads, electric power transmission lines, telephone lines, telegraph lines, or pipelines; (b) applicable zoning and subdivision regulations; (c) taxes for the current tax year; and (d) exceptions, easements, covenants and restrictions described on Exhibit A attached hereto and made a part hereof.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances except as set forth hereinabove; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons.

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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and behalf by its general partners thereunto duly authorized this, the 24 day of January, 1992.

RIVERCHASE GARDENS II, LTD.

By: Frank A. Nix  
Frank A. Nix, General Partner

WITNESS:

Herb Watts

By: William C. Hulsey  
William C. Hulsey, General Partner

WITNESS:

Herb Watts

By: Sims R. Beavers  
Sims R. Beavers, General Partner

WITNESS:

Herb Watts

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Shelby Cnty Judge of Probate, AL  
09/18/2009 11:06:45 AM FILED/CERT

STATE OF ALABAMA     )  
                              :  
COUNTY OF JEFFERSON   )

I, the undersigned, a notary Public in and for said County in said State, hereby certify that Frank A. Nix, William C. Hulsey and Sims R. Beavers, whose names as General Partners of Riverchase Gardens II, Ltd., an Alabama limited partnership, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they, as such general partners and with full authority, executed the same voluntarily for and as the act of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 24 day of January, 1992.

Nancy Sargent  
Notary Public

My Commission Expires 12/11/95

BOOK 385 PAGE 526



**EXHIBIT A**

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BOOK 385 PAGE 527

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NOTARIAL PUBLIC  
I CERTIFY THIS  
INSTRUMENT WAS FILED

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NO TAX COLLECTED

1. Used Tax	_____
2. Mig. Tax	_____
3. Recording Fee	17.50
4. Indexing Fee	2.50
5. Ad. Tax Fee	7.50
6. Condon Fee	1.50
TOTAL	29.50



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Shelby Cnty Judge of Probate, AL  
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