

**VERIFIED STATEMENT OF MECHANICS' LIEN AGAINST
BILLY BEARDSLEY D/B/A B&B PAINTING, IDC, INC.
AND BAPTIST HEALTH SYSTEM, INC.
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:

**15582 US Hwy 280
Chelsea, AL 35147**

**See Exhibit "A" attached hereto
Instrument #20080808000320270
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 **\$10,704.82** 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 to **Billy Beardsley d/b/a B&B Painting, IDC, Inc. and Baptist Health System, Inc.** for the improvement of said property.
3. The record owner of said property is believed to be:
Baptist Health System, Inc.
4. The following entity claims a mortgage upon said property:
Regions Bank
5. **Billy Beardsley d/b/a B&B Painting, IDC, Inc. and Baptist Health System, Inc.** purchased said materials and services on open account and after demand having been made **Billy Beardsley d/b/a B&B Painting, IDC, Inc. and Baptist Health System, Inc.** failed or refused to pay for the same. There is presently a balance in the amount of **\$10,704.82** plus subsequent interest at a rate of 18% per annum, together with attorney's fees incurred.
6. The mortgagee(s) are provided notice of this lien as a necessary party pursuant to Alabama Code § 35-11-223 (a) and Bailey Mortgage Co. v. Gobble-Fite Lumber Co., Inc., 565 So. 2d 138, 144 (Ala. 1990). Creditor is not alleging that the lien sought herein is superior to the mortgage held by mortgagee(s) on the real property described herein.



20111221000386920 2/6 \$28.00
Shelby Cnty Judge of Probate, AL
12/21/2011 11:08:55 AM FILED/CERT

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 21st day of December 2011.


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

20111221000386920 3/6 \$28.00
Shelby Cnty Judge of Probate, AL
12/21/2011 11:08:55 AM FILED/CERT

20080808000326270 1/4 \$1197.00
Shelby Cnty Judge of Probate, AL
08/08/2008 12:12:07PM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:
M. Beth O'Neill
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2618

SEND TAX NOTICE TO:
Baptist Health System, Inc.
P.O. Box 830605
Birmingham, Alabama 35283-0605
Attention: CFO

STATE OF ALABAMA
SHELBY COUNTY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned S.N.O., Inc., an Alabama corporation (the "Grantor"), in hand paid by Baptist Health System, Inc., an Alabama non-profit corporation doing business as Shelby Baptist Medical Center (the "Grantee"), the receipt of which is acknowledged, the said Grantor does **GRANT, BARGAIN, SELL AND CONVEY** unto the Grantee, its successors and assigns, that certain real estate situated in Shelby County, Alabama, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

This conveyance is also made subject to the permitted exceptions as shown on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions").

TO HAVE AND TO HOLD the said Property unto the Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

The Grantor hereby covenants and agrees with the Grantee, its successors and assigns, that Grantor, its successors and assigns, will warrant and defend the above described real estate against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

IN WITNESS WHEREOF, the Grantor, by its authorized representative, has hereto set its signature on this the 30 day of July, 2008.

S.N.O., INC.,
an Alabama corporation

By Steve Issis
Its: President

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Steve Issis, whose name as President of S.N.O., Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 30th day of July, 2008.

Ann P. Marshall
Notary Public
My commission expires: 3/12/2011
[SEAL]

Shelby County, AL 08/08/2008
State of Alabama

Deed Tax: \$1177.00

20111221000386920 5/6 \$28.00
Shelby Cnty Judge of Probate, AL
12/21/2011 11:08:55 AM FILED/CERT

EXHIBIT A

[Legal Description of Property]

Lot 2-A and Lot 2-B, according to the Resurvey of Lot 2, of Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 40, Page 49, in the Probate Office of Shelby County, Alabama.

20080808000320270 3/4 \$1197.00
Shelby Cnty Judge of Probate, AL
08/08/2008 12:12:07PM FILED/CERT

EXHIBIT B

[Permitted Exceptions]

1. Taxes and assessments for the year 2008 and thereafter, which are not yet due and payable.
2. Any minerals or mineral rights leased, granted or retained by previous owners of the Property, including those set out in Deed Book 13, Page 305, in the Probate Office of Shelby County, Alabama (the "Probate Office").
4. Transmission Line Permits to Alabama Power Company as recorded in Deed Book 102, Page 171; Deed Book 111, Page 152; and Deed Book 138, Page 95, in said Probate Office.
5. Twenty foot utility easement and thirty foot private access easement as shown on plat recorded in Map Book 40, Page 49, in said Probate Office.
6. Restrictions, covenants and conditions as recorded in Inst. No. 20070919000440290, as amended by Amendment of Declaration of Protective Covenants for Chelsea Promenade dated July 30, 2008, and being recorded in said Probate Office simultaneously herewith.
7. Reciprocal Easement Agreement by and between S.N.O., Inc., and Alabama Telco Credit Union dated 9-18-07, recorded in Inst. No. 20070919000440310, as amended by Amendment to Reciprocal Easement Agreement dated July 30, 2008, recorded as Instrument No. 20080731000307820, in said Probate Office.