

BROWN LUMBER & BUILDING SUPPLY,
INC., a corporation,

Claimant,

vs.

CONNIE WATTS, as Owner; DALE WATTS,
as beneficial Owner; and, MORTGAGE
INVESTORS, INC., as Mortgagee.

STATE OF ALABAMA

SHELBY COUNTY

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

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JUDGE OF PROBATE

VERIFIED STATEMENT OF LIEN

BROWN LUMBER & BUILDING SUPPLY, INC., a corporation, hereby files this statement in writing, verified by the oath of Andrew B. Brown, III, its Secretary, who has personal knowledge of the facts herein set forth:

That said BROWN LUMBER & BUILDING SUPPLY, INC. claims a lien upon the following described building, the land upon which said building is situated, and the remaining portion of the following described lot or parcel of land located in Shelby County, Alabama, with street address of Route 2, Box 222-D, Shelby County Highway No. 97, Columbiana, Alabama 35051, to-wit:

A parcel of land situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 21, Range 1 West, Shelby County, Alabama described as follows: Begin at the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section and run North along West boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 129 feet to a point of beginning; thence Northward along West boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 118.5 feet to a point; thence Easterly and parallel to South boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 300 feet to a point; thence Southerly and parallel to the West boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 118.5 feet; thence Westerly and parallel to South boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section to point of beginning.

This lien is claimed, separately and severally, as to both the building and improvements thereon and the said land.

That said lien is claimed to secure an indebtedness of \$4,143.03, including interest the agreed rate of 1 $\frac{1}{2}$ % per month from, to-wit: August 10, 1988, plus the interest due thereon after November 10, 1988 at the agreed rate of 1 $\frac{1}{2}$ % per month, plus an add-on attorney's fee in the amount of \$1,381.01 for building materials and supplies furnished and delivered by BROWN LUMBER & BUILDING SUPPLY, INC. for construction of a residential dwelling house situated upon the above described land under a direct contractual agreement with CONNIE WATTS, as the owner thereof, or with her agent, DALE WATTS, which materials and supplies were so furnished and delivered during the period from, to-wit: October 8, 1987 through, to-wit: August 16, 1988 and were used in connection with said residential dwelling house on said land.

The names of the owners or proprietors of said property are: CONNIE WATTS, in whose name record title to the above described real property is vested under that certain deed dated May 16, 1983 and recorded in Deed Book 347, at Page 224, in the Office of the Judge of Probate of Shelby County, and for whom Claimant furnished the above described building materials for the above described improvements under and by virtue of an oral contract with said owner's agent DALE WATTS; DALE WATTS, who is a person in addition to CONNIE WATTS for whose use, benefit or enjoyment Claimant furnished the above described building materials for the above described improvements; and, MORTGAGE INVESTORS, INC., as Mortgagee.

STATE OF ALABAMA)
SHELBY COUNTY)

BROWN LUMBER & BUILDING SUPPLY, INC.

BY: Andrew B. Brown III
Its Secretary

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Andrew B. Brown, III, who, being duly sworn doth depose and say: That he is Secretary of Brown Lumber & Building Supply, Inc. and that he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

Andrew B. Brown III
Andrew B. Brown, III, Affiant

Sworn to and subscribed to before me this 29th day of December, 1988.

William M. Martin
Notary Public

Return Wade Martin

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