

DOCUMENT PREPARED BY:
M. WAYNE WHEELER, P.C.
ATTORNEY AT LAW
2230 Third Avenue, North
BIRMINGHAM, AL 35203

1676

STATE OF ALABAMA)
SHELBY COUNTY)

MECHANIC'S LIEN

DeMarco Concrete Block Co., Inc., files this statement in writing, verified by the oath of Gene Lanier, Collection Manager, who has personal knowledge of the facts herein set forth:

That the said DeMarco Concrete Block Co., Inc., claims a lien upon the following property situated in Shelby County, Alabama, to-wit:

Lot 21 Survey of the Shires Phase II, Map Book 13, Page 86, Probate Office of Shelby County in the amount of \$1,829.17 plus interest from August 8, 1989. The name of the owners or proprietors of the said property is David F. Byers, Foxfire Development Corporation and SouthTrust Mortgage Corporation. (EXHIBIT "A")

Lot 14, Sandpiper Trail Subdivision Sector II, Map Book 12, Pages 44,45,46 and 47, Probate Office of Shelby County in the amount of \$1,433.25 plus interest from August 9, 1989. The name of the owners or proprietors of the said property is W. Daniel Mixson and Denise Y. Mixson and Acacia Mortgage Corporation. (EXHIBIT "B")

BOOK 267 PAGE 953

All of the above property recorded in the Probate Court of Shelby County, Alabama.

This lien is claimed separately and severally as to both land and improvements thereon and the said land for concrete and concrete related materials supplied by DeMarco Concrete Block Co., Inc. to Foxfire Development Corporation and/or David F. Byers for use at the above real property.

That said lien is claimed to secure an indebtedness of \$3262.42 with interest from, to-wit: August 8, 1989, for concrete and block services of which the sum of \$3,262.42 is claimed as a lien as shown above.



GENE LANIER
Collection Manager

4. [Redacted] [Handwritten signature]

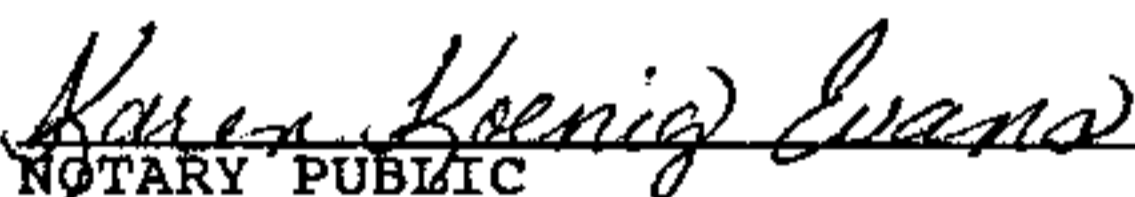
STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned, a notary public in and for said county and state, personally appeared Gene Lanier, as Collection Manager and with full authority for DeMarco Concrete Block Company, Inc., being duly sworn, doth depose and say: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct.



GENE LANIER
As Collection Manager for
DeMarco Concrete Block
Company, Inc.

Sworn to and subscribed before me,
this the 29th day of November, 1989.



NOTARY PUBLIC

EXHIBIT
"A"

1827.98

THIS INSTRUMENT PREPARED BY: DOUGLAS ROGERS
NAME ATTORNEY AT LAW
ADDRESS 8920 MAYFAIR DRIVE
BIRMINGHAM, AL 35208

Send Tax Notice To:
Grantee
300 Cahaba Park South Suite 112
Birmingham, AL 35243

WARRANTY DEED (Without Survivorship) 1201 BIRMINGHAM, ALA.

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Sixty Two Thousand Five Hundred and no/100 Dollars

to the undersigned grantee (whether one or more), in hand paid by the grantor herein, the receipt whereof is acknowledged, I or we, Shoal Valley Joint Venture, an Alabama General Partnership

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto David F. Byers

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 21, according to the Survey of The Shires, Phase II, a private residential subdivision, as recorded in Map Book 13, Page 86, in the Probate Office of Shelby County, Alabama.

Subject to restrictions, easements, rights-of-way and building lines of record.

Subject to taxes for 1989.

\$ 62,500.00 of the purchase price hereof was paid from a mortgage loan closed simultaneously herewith.

BOOK 267 PAGE 955
BOOK 247 PAGE 722

7/25/89.
South Trust Mort Comp
vol 247 pg 722

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I, David F. Byers, have hereunto set my hand(s) and seal(s), this 13th day of July, 19 89

SHOAL VALLEY JOINT VENTURE,
AN ALABAMA GENERAL PARTNERSHIP

David F. Byers
Its General Partner

(Seal) (Seal)

(Seal) (Seal)

(Seal) (Seal)

STATE OF ALABAMA }
SHELBY COUNTY }

General Acknowledgment

_____, a Notary Public in and for said County, in said State, hereby certifies that _____ signed to the foregoing conveyance, and who _____ knows to me, acknowledged before me on this day, that, being informed of the contents of the conveyance _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____, A. D. 19____

THIS INSTRUMENT PREPARED BY: DOUGLAS ROGERS
 NAME ATTORNEY AT LAW
 ADDRESS 8020 MAYFIELD DRIVE
BIRMINGHAM, AL 35208

Grant Tax Notice To: GRANTOR
300 Cahaba Park South Suite 112
Birmingham, AL 35244

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WARRANTY DEED (Without Recourse) BIRMINGHAM, ALA.

STATE OF ALABAMA }
 SHILBY COUNTY } KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Sixty Two Thousand Five Hundred and no/100 Dollars

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I
 or we, SIGNAL VALLEY JOINT VENTURE, an Alabama General Partnership

herein referred to as grantor, whether one or more, grant, bargain, sell and convey unto
David F. Byers

herein referred to as grantee, whether one or more, the following described real estate, situated in
Shilby County, Alabama, to-wit:

Lot 21, according to the survey of the Shires, Phase II, a private residential subdivision, as recorded in Map Book 13, Page 86, in the Probate Office of Shelby County, Alabama.

Subject to restrictions, easements, rights-of-way and building lines of record.

Subject to taxes for 1989.

\$ 62,500.00 of the purchase price hereof was paid from a mortgage loan closed approximately herewith.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set MY hand(s) and seal(s), this 11th day of July, 1989

SIGNAL VALLEY JOINT VENTURE,
 AN ALABAMA GENERAL PARTNERSHIP
David F. Byers
 GENERAL PARTNER

(Seal) _____ (Seal)
 _____ (Seal)
 _____ (Seal)

STATE OF ALABAMA }
 _____ COUNTY } General Acknowledgment

I, _____ a Notary Public in and for said County, in said State, hereby certify that _____ whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, _____ consented the same voluntarily on the day the same bears date.
 Given under my hand and official seal this _____ day of _____, A. D. 1989

BOOK 267 PAGE 956
 247 JUL 722

EXHIBIT
"B"

1433.25

SEND TAX NOTICE TO:

Name: Grantees

Address: 4548 Gayce Lane
Birmingham, AL 35244

This instrument was prepared by 980

Name: Douglas ROGERS

Address: 1920 Mayfair Drive Birmingham, AL 35209

FM No. ATC 17 Rev. 5/82
WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - ALABAMA TITLE CO., INC., Birmingham, AL.

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Hundred Twenty Two Thousand Three Hundred DOLLARS
Forty Six and no/100---

to the undersigned grantor or grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we,

David Byers, a married person

herein referred to as grantor do grant, bargain, sell and convey unto

W. Daniel Mixson and Denise Y. Mixson

herein referred to as GRANTEE(s) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby County, Alabama to wit:

Lot 14, according to the Survey of Sandpiper Trail Subdivision, Sector II, as recorded in Map Book 12, pages 44, 45, 46 & 47 in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted. Subject to easements, restrictions, rights of way and building lines of record.

Subject to taxes for 1989.

The Grantor hereby certifies that the above described property does not constitute the homestead, as defined by Code Section 6-10-2 of the Alabama Code, 1975, of said Grantor.

\$110,100.00 of the above consideration was paid from a mortgage loan closed simultaneously herewith.

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TO HAVE AND TO HOLD unto the said GRANTEE(s) as joint tenants, with right of survivorship, their heirs and assigns, forever it being the intention of the parties to this conveyance, that neither the joint tenancy hereby created is severed or terminated during the joint lives of the grantor herein in the event one grantor herein survives the other, the entire interest in fee simple shall pass to the surviving grantor, and if one does not survive the other, then the heirs and assigns of the grantor herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE(s), their heirs and assigns, that I am (we are) not lawfully entitled in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEE(s), their heirs and assigns hereafter, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 30 day of August, 1989.

WITNESS:	
1. Deed Tax	\$ 12.50
2. Mig. Tax	\$ 28.50
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Stamp Fee	\$ 1.00
STATE OF ALABAMA	\$ 14.00
JEFFERSON COUNTY	

David Byers
DAVID BYERS
I CERTIFY THIS INSTRUMENT WAS FILED
89 SEP 13 PM 2:41

I, the undersigned David Byers, hereby certify that David Byers signed to the foregoing conveyance, and who is known to me, and acknowledged before me on this day, that, being informed of the contents of the conveyance he consented the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of August, A.D. 1989

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[Open Above This Line For Recording Note]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 30, 19 89. The grantors W. Daniel Mixson and wife Denise Y. Mixson

("Borrower"). This Security Instrument is given to ACACIA Mortgage Corporation, which is organized and existing under the laws of the state of Virginia, and whose address is 7023 Little River Turnpike Annandale, VA 22003 ("Lender").

Borrower owes Lender the principal sum of One Hundred Ten Thousand One Hundred and no/100- Dollars (US \$ 110,100.00). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2019. This Security Instrument

secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

Lot 14, according to the Survey of Sandpiper Trail Subdivision, Sector II, as recorded in Map Book 12, pages 44, 45, 46 & 47 in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

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NOV 25 256 PM 285

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

89 NOV 29 AM 10:01

Thomas A. [Signature]
JUDGE OF PROBATE

Rec 15.00
Jud 3.00
Cert 1.00

19.00

which has the address of 4548 Cayce Lane, Birmingham, Alabama 35244 ("Property Address").

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Dianna [Signature]