

STATE OF ALABAMA
SHELBY COUNTY

AFFIDAVIT OF OSMOND ROBINSON

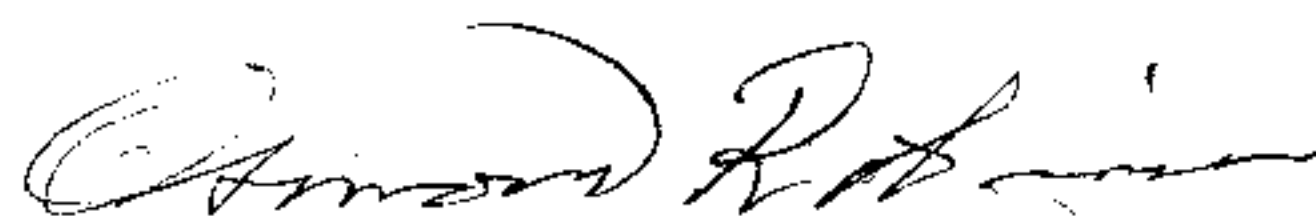
Before me, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared Osmond Robinson, who, after being by me first duly sworn, deposes and says as follows:

My name is Osmond Robinson, and I am the owner and president of Robinson, Inc. My company was the general contractor for certain construction work occurring on property of Joe L. Tidmore and Charles O. Tidmore d/b/a Tidmore Oil Co., Inc. During the course of said construction Robinson, Inc. hired a sub-contractor, Professional Management and Construction Company, which did certain work on the property. Professional Management and Construction Company was paid for its work, and signed a Waiver and Release of Lien dated July 15, 1994, a copy of which is attached hereto as Exhibit "A", and a Waiver and Release of Lien dated July 29, 1994, a copy of which is attached hereto as Exhibit "B". Nonetheless, Professional Management and Construction Company thereafter filed a Statement of Lien, attempting to encumber said property, which is recorded as Instrument No. 1994-26059, in the Probate Office of Shelby County, Alabama. Said Statement of Lien was recorded on August 22, 1994, and a copy is attached hereto as Exhibit "C".

No money is owed Professional Management and Construction Company for work related to this project. In addition to the fact that no money is owed, as evidenced by the Waiver and Release of Lien documents, the lien is not valid due to the failure of Professional Management and Construction Company to comply with the statutory requirements for filing and perfecting liens. As required by Sections 35-11-220 through 222, Professional Management and Construction Company was required to file a lawsuit in the Circuit Court of Shelby County within six months from the date the alleged debt would have been due and payable, which would have been before August 22, 1994. Approximately seven and one-half months have now passed since said date, and no lawsuit has been filed, and hence the purported lien has been lost. No lawsuit has been filed, and a review of the Circuit Court records will confirm such. Consequently, there is no valid lien against the said property, as described on the aforementioned Statement of Lien.

This the 12 day of April, 1995.

Inst # 1995-10288



Osmond Robinson

04/20/1995-10288
10:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50

Inst # 1995-10288

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Osmond Robinson, whose name as owner and President of Robinson, Inc., a Corporation, is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Affidavit, 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 12th day of April, 1995.

Betty S. Cox
Notary Public

Exhibit "A"

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned Professional Management Const.
has furnished to Robinson Inc. the following:
labor (building erection) for use in the construction of
kind of material and services furnished
Cosco Mart Addition located at 280 @ Chelsea
Project Address

NOW, THEREFORE, the undersigned Professional Management Const.
Sub-Contractor
for and in consideration of \$ 1000⁰⁰ #1 and other good and valuable
consideration, the receipt of whereof is hereby acknowledged, do(es)
hereby waive and release any and all liens, or right to claim of lien,
on the above described project and premises, under the law, common or
statutory, on account of labor or materials, or both, heretofore of
hereafter furnished by the undersigned to or for the account of said
Robinson Inc. for said project. In addition
contractor

Professional Management Const. hereby certifies that all vendors
materialman or sub-contractor

subcontractors, or suppliers of labor or material, or both, have been
fully paid for all work performed or material supplied prior to the
date of this Waiver and Release of Lien.

Given under my (our) hand(s) and seal(s) this 15th day of July
1994.

Professional Management & Construction Co.
Name of Materialman or Subcontractor

BY: [Signature]
President, Vice President, ~~Partner~~ or Owner, or is signed by other
than one of the foregoing, accompanied by Power of Attorney signed
by one of the foregoing in favor of the signer. (Use designation
applicable).

Exhibit "B"

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned Professional Management & Construction Co.
has furnished to Robinson Inc. General Contractors the following:
labor (building erection) for use in the construction of
kind of material and services furnished

Addition to Coosa Mart located at Hwy 280 /Chelsea
Project Address

NOW, THEREFORE, the undersigned Professional Management & Construction Co.
Sub-Contractor

for and in consideration of \$ 1,000.00 and other good and valuable
consideration, the receipt of whereof is hereby acknowledged, do(es)
hereby waive and release any and all liens, or right to claim of lien,
on the above described project and premises, under the law, common or
statutory, on account of labor or materials, or both, heretofore of
hereafter furnished by the undersigned to or for the account of said
Robinson Inc. General Contractors for said project. In addition
contractor

Professional Management & Construction Co. hereby certifies that all vendors
materialman or sub-contractor

subcontractors, or suppliers of labor or material, or both, have been
fully paid for all work performed or material supplied prior to the
date of this Waiver and Release of Lien.

Given under my (our) hand(s) and seal(s) this 29th day of July
19 94.

Bobby J. Lee
Name of Materialman or Subcontractor

BY: Partner
President, Vice President, Partner or Owner, or is signed by other
than one of the foregoing, accompanied by Power of Attorney signed
by one of the foregoing in favor of the signer. (Use designation
applicable).

Exhibit "C"

State of Alabama)
Shelby County)

STATEMENT OF LIEN

Professional Management & Construction Co., files this statement in writing, verified by the oath of Howard T. Lollar, who has personal knowledge of the facts set forth herein:

That Professional Management & Construction Co. claims a lien upon the following property situated in Shelby County, Alabama, to wit: Parcel I.D. Number 09-8-27-0-001-021.002 Supp 000 Further described as BEGIN INTER W ROW CO RD #47 & S ROW HWY 280 WLY ALG HWY 280 S ROW 825 TO POB CONT W210 S200. SW210 N 200 TO POB S27 T19S R1W DIM 210X200 RB187 P893 6/3/88

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

That the said lien is claimed to secure an indebtedness of \$2,200.00 plus court costs, interest and attorney's fees from, to-wit, the 22nd day of August, 1994, for work, labor and/or materials furnished for the improvement on said real property.

The names of the owner/proprietor of the aforesaid property is:

Joe L. Tidmore and Charles O Tidmore dba Tidmore Oil Co. Inc.

By Howard T. Lollar
General Manager

Inst # 1994-26059

State of Alabama)
Jefferson County)

08/22/1994-26059
02:56 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

Before me, a Notary Public in and for said county in said state personally appeared Howard T. Lollar, who, being sworn does depose and say that he has personal knowledge of the facts set forth in the foregoing Verified Statement of Lien, and that the same are true and correct, to the best of his knowledge and belief.

SWORN TO and SUBSCRIBED
Before me this 22nd day
of August 1994.

Notary

Loyce B. Zuch

MY COMMISSION EXPIRES FEBRUARY 25, 1995

Return To:

Professional Management & Construction
3920 3rd Ave. S. Ste. 209
Birmingham, Al. 35222

26059

Inst # 1994-26059

Inst # 1995-10288

04/20/1995-10288
10:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50