

CLAIM OF LIEN

State of Alabama

June 7, 1996

County of Shelby

SS.

Before me, the undersigned Notary Public, personally appeared Christopher G.Foster who duly sworn says that he is (the lienor herein) (the agent of the lienor herein)
(Delete One)✓ Foster Construction Co., Inc.
(Lienor's Name)whose address is 901 Alton Parkway Birmingham, Al. 35210
(Lienor's Address)and that in accordance with a contract with D. Bruce Irwin M.D.3585 Shandwick Place Graystone Subdivisionlienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
To restore property to its original condition prior to water damage that occurred on Feb. 5, 1996. Including extra work ordered by D. Bruce Irwin for 2nd floor renovations. Including late charges, attorney fees.on the following described real property in Shelby County, State of Alabama
(Describe real property sufficiently for identification, including street and number, if known)3585 Shandwick Place, Greystone, lot 47 1st Phase
Greystone Subdivision.owned by D. Bruce Irwin & Pandona P. Irwinof a total value of Sixty Thousand dollars (\$ 60,000.00)of which there remains unpaid \$ 60,000.00, and furnished the first of the items onFeb. 5, 19 96 and the last of the items on June 6, 1996and (if the lien is claimed by one not in privity with the owner) that the lienor served his notice to owner on
See attached contracts #1 & #2_____, 19____, by _____
(Method of Service)

and, (if required) that the lienor served copies of the notice on the contractor on _____

by _____, and on the subcontractor, _____
(Method of Service)on _____, 19____, by _____
(Method of Service)Foster Construction Co., Inc.
Lienor

Christopher G. Foster, CGR, V.P.

By Christopher G. Foster AgentSworn to and subscribed before me this 7th day of June, 1996[Signature]
Notary PublicMy Commission Expires: 2/24/1999

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c. E-Z Legal Forms

Inst # 1996-18562

06/07/1996-18562
09:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
21:50
305 NCC

Foster Construction Co., Inc.

Commercial
Residential
Industrial

901 Alton Parkway
Birmingham, Alabama 35210
Phone: 833-3911 Fax: 833-3816
Digital Beeper: 583-0667

Insurance Repair Services
24-Hour Emergency Services

EMERGENCY REPAIRS AUTHORIZATION & DIRECT PAYMENT REQUEST

The undersigned hereby authorizes Foster Construction Co., Inc., hereinafter referred to as Company, to make emergency repairs in the form of WATER EXCAVATION ECT.

_____ for temporary repair of
WATER (BUSTED PIPE) damage to my property at 3585 SHANDWICK PL.
(Street)
B'ham AL 352
(City) (State)

My insurer is STATE FARM and I hereby authorize them to pay Company direct for said repairs when my signature shows on the completion certificate below. I further request that any deductible be withheld from the final payment on the loss. If the deductible is taken from this payment I will pay the amount directly to the Company.

I acknowledge that temporary repairs do not carry any guarantee.

D BRUCE IRWIN MD
3585 SHANDWICK PL
B'ham AL
980 0333

Owner: P. Bruce Irwin

Date: _____

Contractor: C. Foster

Company has completed the emergency repairs herein authorized and I hereby direct that their bill be paid by _____ directly to them.

(Insurance Company)

Owner: P. Bruce Irwin

Date: _____

General description of work done: _____

Company: _____

Federal I.D.#: 63-0753769

TERMS AND CONDITIONS

1. THE REPAIRS OR REPLACEMENT AUTHORIZED HEREIN RELATE TO THE DAMAGES SPECIFIED IN THE FIRST PARAGRAPH OF THIS AUTHORIZATION AND DO NOT COVER PREEXISTING DEFICIENCIES UNLESS SPECIFICALLY STATED.
2. ALL MATERIALS USED WILL BE STANDARD STOCK MATERIALS, UNLESS OTHERWISE SPECIFIED, AND WILL MATCH EXISTING MATERIALS WITHIN REASONABLE TOLERANCE AS TO COLOR, TEXTURE, DESIGN, ETC.
3. ALL PAINTING IS ESTIMATED TO RETURN EXISTING PAINT TO SAME COLOR. ANY CHANGES IN COLOR OR TYPE OF MATERIAL WILL BE DONE AT EXTRA COST TO THE OWNER.
4. THE CONTRACT PRICE IS BASED ON COMPLETION DURING NORMAL WORKING HOURS AND OWNERS AGREE TO PROVIDE ACCESS TO THE JOB SITE AS REQUIRED FOR COMPLETION OF THE WORK. OWNERS TELEPHONE, ELECTRICITY, WATER AND TOILET ARE TO BE MADE AVAILABLE TO THE CONTRACTOR'S PERSONNEL DURING THE COURSE OF THE WORK.
5. ANY WORK DELETED FROM THIS WORK AUTHORIZATION MUST BE AGREED TO BY BOTH THE OWNER AND CONTRACTOR IN WRITING AND THE OWNER WILL BE REIMBURSED FOR SUCH WORK IN AN AMOUNT EQUAL TO THE CONTRACTOR'S PROJECTED COST ON SAID WORK.
6. THE CONTRACTOR IS NOT RESPONSIBLE FOR THE THEFT, DISAPPEARANCE OF OR DAMAGE TO JEWELRY, ART OBJECTS, SILVER, GOLD, ANTIQUE OR PERSONAL ITEMS AND OWNER AGREES TO REMOVE, STORE OR PROTECT SUCH ITEMS.
7. THE CONTRACTOR GUARANTEES ALL WORKMANSHIP COVERED BY THIS AUTHORIZATION FOR A PERIOD OF ONE YEAR FROM DATE OF USE BY OWNER. ALL MATERIALS USED ARE COVERED BY THE NORMAL GUARANTEES, IF ANY, PROVIDED BY THE MANUFACTURERS OR SUPPLIERS.
8. IN THE EVENT IT BECOMES NECESSARY FOR THE CONTRACTOR TO TURN THIS MATTER OVER TO ITS ATTORNEY FOR COLLECTION, OWNERS AGREE TO PAY ATTORNEY'S FEES AND COURT COST AS INCURRED FOR SUCH COLLECTION.
9. CONTRACTOR HAS NO RESPONSIBILITY FOR ADDITIONAL WORK OR SERVICES PERFORMED UNDER ANY AGREEMENT BETWEEN THE PROPERTY OWNER(S) AND THE WORKMEN OR SUB-CONTRACTORS OF THE CONTRACTORS.
10. GUARANTEE VOID IF PAYMENT IS NOT MADE AS TO TERMS OF CONTRACT.
11. A LIEN MAY BE PLACED ON THIS PROPERTY FOR NON-PAYMENT.

Commercial
Residential
Industrial

Foster Construction Co., Inc.

901 Alton Parkway
Birmingham, Alabama 35210
Phone: 833-3911 Fax: 833-3816
Digital Beeper: 583-0667

Insurance Repair Services
24-Hour Emergency Services

WORK AUTHORIZATION & DIRECT PAYMENT REQUEST

We authorize Foster Construction Company, Inc., hereinafter referred to as Company, to make repairs to our property at the address below, damaged by WATER FROZEN PIPE on or about 2-5-96, 1996; the "Terms and Conditions" on the back of this page are a part of this authorization.

We agree that the total cost of the work will be in accordance with the original estimate and any supplemental estimates prepared by Company and approved by the adjuster for our insurance company, plus any change orders approved by Owners and Company.

This work authorization, along with all approved estimates, supplemental estimates and change orders shall constitute the contractual obligations of the Owners and Company.

We understand that Company has no connection with our insurance company or its adjuster and that we alone have the authority to authorize Company to make said repairs.

We agree that any portion of work, such as deductibles, betterment, depreciation, or additional work requested by us, not covered by insurance, must be paid by us on or before completion.

Our mortgage payments are made to SOUTH TRUST BKS. CO. and we request them to protect the interest of the Company in handling the loss draft or check.

Our insurance company is STATE FARM and we authorize them to pay all proceeds due Company payable under our policy directly to Company and any mortgage company named. If our names are included on the payment, we agree to promptly endorse said payment to mortgage company or into an escrow account in a bank acceptable to Company, for disbursement by a series of draws as follows:

50% @ START UP JOB. & BALANCE UPON COMPLETION

We agree that any payments not made in accordance with this schedule shall be considered delinquent after ten days and agree to pay interest thereon at 1 1/2% per month until paid.

Due to the nature of the work no completion date is specified. No verbal agreements are binding on Company.

Signed at _____ this 26TH day of FEB., 1996

Owners Name: D-BRUCE JARWIN JR. Owner: P. Bruce Jarwin

Loss Address: 35855 SHANDWICK PL Owner: _____

Phone: 205-980-0333 Company: C. S. Foster

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