

STATE OF ALABAMA)
COUNTY OF SHELBY)

This instrument was prepared by
Rachel J. Moore
2125 Morris Avenue
Birmingham, AL 35203

VERIFIED CLAIM OF LIEN

84 Lumber Company, a Limited Partnership, registered under the laws of the State of Alabama, by and through Donna L. Fulton, who has personal knowledge of the facts herein set forth, files this statement in writing, verified by her oath. 84 Lumber Company claims a lien upon certain real property located at 2232 Cahaba Forest Cove, Birmingham, Alabama 35242, and situated in Shelby County, Alabama, more particularly described as follows, to-wit: '

SEE ATTACHED EXHIBIT A

This lien is claimed, separately and severally, as to the land, buildings and improvements thereon to the extent of the entire lot or parcel which is contained within a city or town. If said land is not within a city or town, this lien is claimed, separately and severally, as to the buildings and improvements located on the above-described real property, plus one (1) acre of land surrounding and contiguous thereto.

This lien is claimed on the above mentioned land, buildings and improvements to secure the indebtedness owed by Laverne S. Graves and Laverne Smith Graves, as Trustee under that certain Declaration of Trustee executed June 27, 1974, and recorded in Real 1083 Page 711, in the Office of the Judge of Probate of Jefferson County, Alabama, as amended; in the amount of FOURTEEN THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS and 02/100s (\$14,882.02), said sum being due and owing after all credits have been given, from the 30th day of July, 1996, and which sum, plus attorney fees and interest thereon, is presently due and unpaid.

This sum of money is due and owing for materials and labor supplied by 84 Lumber

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Company, said materials and labor being used for the construction of the buildings and improvements on the above-described real property. The owner or proprietor of the above-described real property is Laverne S. Graves and Laverne Smith Graves, as Trustee under that certain Declaration of Trustee executed June 27, 1974, and recorded in Real 1083 Page 711, in the Office of the Judge of Probate of Jefferson County, Alabama, as amended.

84 LUMBER COMPANY

By:


Donna L. Fulton

STATE OF PENNSYLVANIA)

COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public, in and for the County of Washington, State of Pennsylvania, personally appeared, Donna L. Fulton, who being duly sworn, deposes and says as follows: That she 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, information and belief.

Sworn to and Subscribed before me on this 18th day of November, 1996.


Notary Public

My Commission Expires: _____

Notarial Seal
Celeste L. Balog, Notary Public
North Strabane Twp., Washington County
My Commission Expires Aug. 31, 1998
Member, Pennsylvania Association of Notaries

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, Alabama 35223

Send Tax Notice to:
LAVERNE SMITH GRAVES
632 Valley Drive
Birmingham, Al. 35206

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of FIFTY-FIVE THOUSAND and NO/100 Dollars (\$55,000.00) to the undersigned grantor, HIGHLAND LAKES DEVELOPMENT, LTD., an Alabama limited partnership (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said HIGHLAND LAKES DEVELOPMENT, LTD, an Alabama limited partnership, does by these presents, grant, bargain, sell and convey unto LAVERNE SMITH GRAVES, as Trustee under that certain Declaration of Trust executed June 27, 1974, and recorded in Real 1083 Page 711 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended (hereinafter referred to as "Grantees", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 152, according to the Map of Highland Lakes, 1st Sector, an Eddleman Community, as recorded in Map Book 18, Page 37 A, B, C, D, E, F & G, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 1st Sector, recorded as Instrument #1994-07112 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Mineral and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 1996, and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (3) Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #1994-07111, in said Probate Office, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
- (4) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, as recorded as Instrument #1994-07112, in said Probate Office.

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CLAYTON T. SWEENEY AT LAW

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall have the right after 10 days notice to take such corrective action as may reasonably be necessary to cure such violation and Grantee shall indemnify and hold Grantor harmless for any costs reasonably incurred in taking any such corrective action.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

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

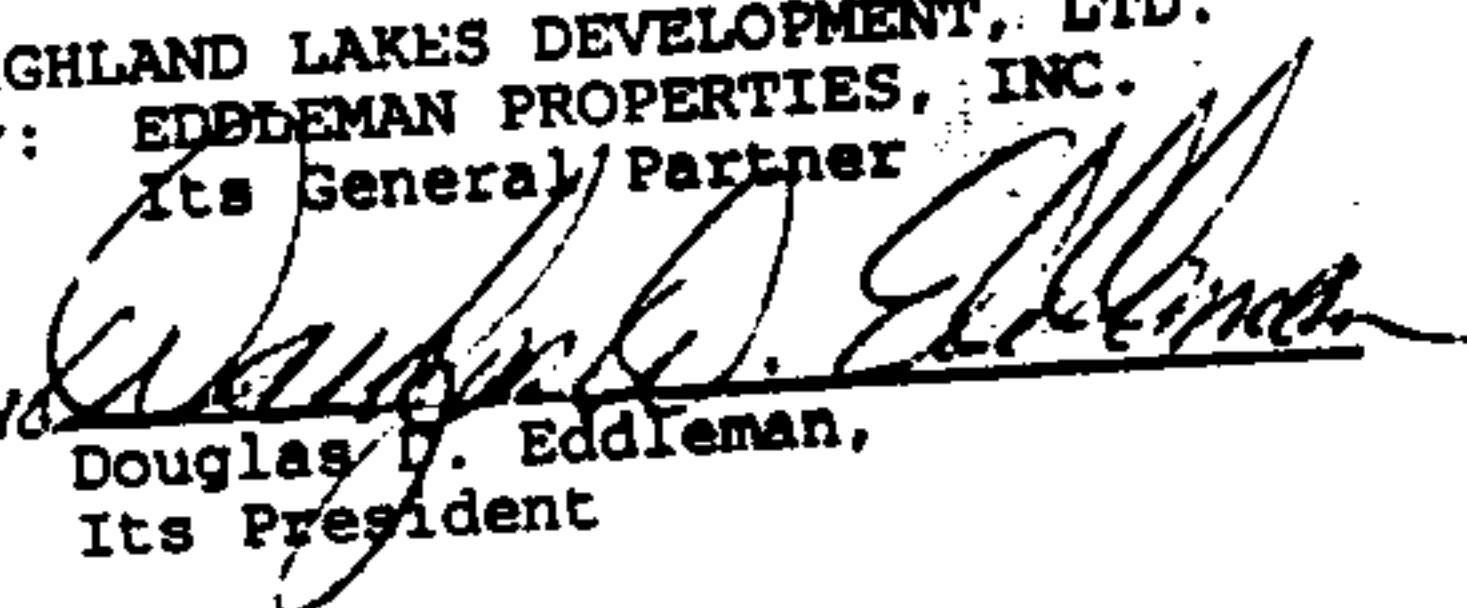
IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 25th day of October, 1995.

GRANTOR:

HIGHLAND LAKES DEVELOPMENT, LTD.

By: EDDLEMAN PROPERTIES, INC.

Its General Partner


By: 
Douglas D. Eddleman,
Its President

HIGHLAND LAKES - 1st Sector
Lot 152 - LAVERNE SMITH GRAVES

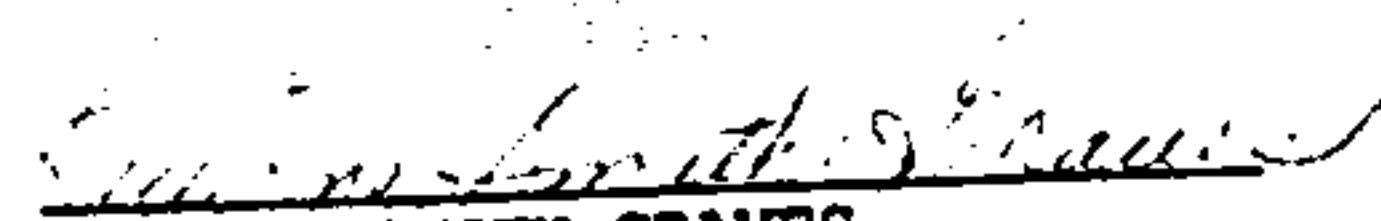
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., an Alabama Corporation, which is General Partner of Highland Lakes Development, Ltd., an Alabama Limited Partnership, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation acting in its capacity as general partner of said limited partnership.

25th Given under my hand and official seal of office this the day of October, 1995.


NOTARY PUBLIC
My Commission expires: 5-29-99

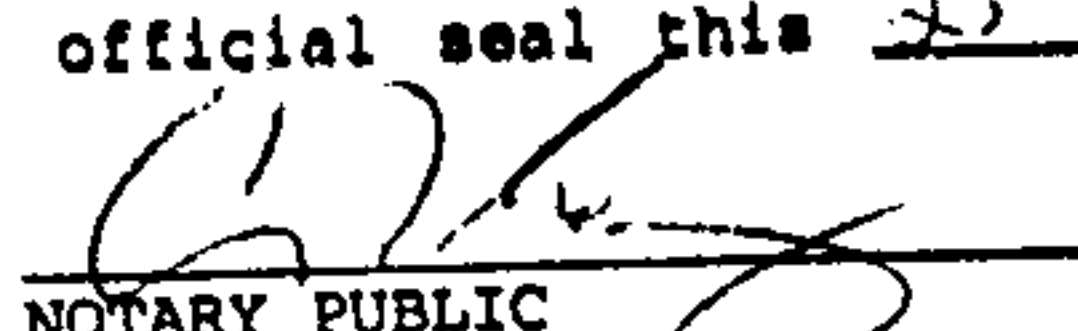
The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, his successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.


LAVERNE SMITH GRAVES,
as Trustee under that certain Declaration of Trustee executed June 27, 1974, and recorded in Real 1083 Page 711, in the Office of the Judge of Probate of Jefferson County, Alabama, as amended

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LAVERNE SMITH GRAVES, whose name as Trustee under that certain Declaration of Trustee executed June 27, 1974 and recorded in Real 1083 Page 711 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and official seal this 25th day of October, 1995.


NOTARY PUBLIC

My Commission expires: 5-29-99

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STATE OF ALABAMA)
JEFFERSON COUNTY)

DECLARATION OF TRUST

This Declaration of Trust made and entered into this 27th day of June, 1974 by the undersigned Laverne Smith Graves of the City of Birmingham, Alabama,

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations by me received, I have bargained, sold, transferred and conveyed, and by these presents do bargain, sell, transfer and convey, unto Laverne Smith Graves, as trustee, the real property described in Exhibit "A" hereto attached and made a part hereof by reference.

To have and to hold the same unto the said Laverne Smith Graves, as trustee, but in trust, nevertheless, for the uses and purposes, upon the terms and conditions and with the powers and duties hereinafter stated.

The Trustee shall hold said trust estate in trust for the use and benefit of my children, Sandra Smith and Susan Smith. During the minority of any child of mine entitled to share in said trust estate the trustee shall use and apply for her support, education and comfort, such part of the net income from her share of said trust estate and of the principal thereof as the Trustee deems necessary or desirable for said purposes. From and after the time when any such child attains the age of twenty-one years, and during the continuance of the trust as to her share of said trust estate, the Trustee shall transfer and pay over to her for her support, education and comfort, and for the support, education and comfort of any person dependant upon her, the entire net income from her share and also such additional sum out of principal thereof as the Trustee may from time to time deem necessary or desirable for said purposes.

Mrs. Laverne Smith Graves

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IN SWENET, ATTORNEY AT LAW

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