

NOTICE OF CLAIM OF LIEN AND INTEREST IN REAL PROPERTY
AND LIS PENDENS

STATE OF ALABAMA)

COUNTY OF SHELBY)

COMES NOW J. Rodney Seay and files this statement in writing verified by oath that said J. Rodney Seay claims a lien upon the following property situated in Shelby County, Alabama, to wit: Lot 3609, according to the survey of Riverchase Country Club, 36th Addition, as recorded in Map Book 21, Page 37, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property"). This lien is claimed to secure an indebtedness of Thirty One Thousand Two Hundred and Fifty Dollars (\$31,250.00) with interest from June 20, 1996 to date. On or about June 20, 1996, J. Rodney Seay gave to Gardner Brothers Homebuilders, Inc. ("Gardner") a check in the amount of Thirty One Thousand Two Hundred and Fifty Dollars (\$31,250.00), a copy of which is attached hereto, as earnest money for the purchase of the Property and to date said money has not been returned by Gardner to J. Rodney Seay nor has the Property been conveyed to Mr. Seay. That the said J. Rodney Seay hereby claims an equitable lien and mortgage against the above-described property by virtue of his payment of a portion of the purchase price for the Property. Further, J. Rodney Seay hereby claims that he has partially performed the contract to purchase said Property by payment of the earnest money and is ready willing and able to pay the remainder of the purchase price and hereby demands that Gardner Brothers Construction Company be required to specifically perform its agreement to convey said lot to J. Rodney Seay.

Please take notice that there shall be filed in the Circuit Court of Shelby County, Alabama, a complaint against Gardner seeking the establishment of an equitable lien against the Property and a sale for the enforcement thereof, or in the alternative, a claim for specific performance to transfer title to the Property to the said J. Rodney Seay upon payment of the remainder of the purchase price. All persons are notified by the filing of this notice of the fact that said J. Rodney Seay shall file suit for enforcement of his rights against the Property and are further notified that J. Rodney Seay claims a lien against and an interest in the Property.

J. RODNEY SEAY

J. Rodney Seay
9/18/97

09/24/1997-30789
11:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 HCD 23.50

Inst # 1997-30789

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Rodney Seay, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 18 day of September, 1997.


[NOTARIAL SEAL]


Notary Public

My Commission Expires: 1-8-2000

175774.1

EXHIBIT A


 2515
 01-01/820
 BRANCH #7
 7. Rodney on Susan C. Seay
 S.S.N. 516 148-82-1515; 664-35-3457
 148 W. 11th St. 1904y DR. 664-8950
 Baltimore, Md. 33124
 6/20/96
 Pay TO THE ORDER of Madman Brothers Court \$ 31,250.00
Thirty one thousand two hundred fifty and 00/100
 AMSouth
 AmSouth Bank of Alabama
 Birmingham, Alabama 35202
 FOR Deposit on lot 3609
 00620000191 352508071 2515 0000125000

ANSATI MM 4/21/8
001 RR 00110150
0620000194
40052469

JE 98 20
OFFICE HAT
MAY 32 1954
MAY 32 1954

Henry Williams

U. S. O. F. 1 4 5 2 4 4

[illegible]

AUGUST 24 1964
 001 R 00130150
 062000019

40052459

JE '96' 20

CONFIDENTIAL

100-105145-1

Henry Williams

Sent by: WUNOUN, GILBERTMAN

205 254 1500;

06/24/98 3:33PM Jmlr #331 Page 2/2

This instrument was prepared by:
 Ray D. Gibbons, Esq.
 Gordon, Silberman, Wiggins
 & Childs, P.C.
 1400 SouthTrust Tower
 Birmingham, AL 35203

Send Tax Notice to:
 Gardner Brothers Homebuilders, Inc.
 204 Iron Crossings Parkway
 Hoover, AL 35224

GENERAL WARRANTY DEED

STATE OF ALABAMA

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS:

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One and No/100 Dollars (\$1.00) to the undersigned A. L. BURBIC, JR., a married man, hereinafter referred to as GRANTOR, in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GARDNER BROTHERS HOMEBUILDERS, INC., (hereinafter referred to as GRANTEE), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lots 3603, 3604, 3609, 3610, 3611, and 3612, according to the survey of Riverchase Country Club, 36th Addition, as recorded in Map Book 21, Page 37, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes due and payable October 1, 1996.
2. Mineral and mining rights now owned by GRANTOR.
3. Any applicable zoning ordinances.
4. Easements, rights of way, reservations, agreements, restrictions and setback lines of record.
5. Said property conveyed by this instrument is hereby subjected to Declaration of Protective Covenants, Agreements, Easements, Charges or Liens for Riverchase (Residential), recorded in Miscellaneous Book 14, beginning at Page 536, in the Office of the Judge of Probate of Shelby County, Alabama, as amended in Miscellaneous Book 17, beginning at Page 550, in the Office of the Judge of Probate of Shelby County, Alabama, except as follows:
 - a) The first sentence of Section 12.20 entitled "Construction Period" shall be deleted and the following sentence shall be inserted in lieu thereof:
 "With respect to each Residential Parcel, construction of the residential building is to be completed within one (1) year from the date of beginning construction."
 - b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.
6. Said property by this instrument is hereby restricted to use for single-family residential dwellings (with a density not to exceed one single-family unit per lot) unless a change in use is authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above, said restriction to be effective for the same period of time as the Riverchase Residential Covenants.
7. Said property conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 1500 square feet of finished floor space for a single story home, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.
8. Grantee has not made and specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning the nature and condition of the Property including, but not limited to, the water, soil, sub-soil conditions and geology of the Property, and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon. Grantee expressly acknowledges that no such other warranties or representations have been made by or on behalf of Grantor. It is expressly understood and agreed that with respect to the physical condition of the Property, the Property is being sold hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR

06/28/1996-20903
 11:06 AM CERTIFIED
 BEAM UNIT: JUNE 5 1996
 BE AL 36.3

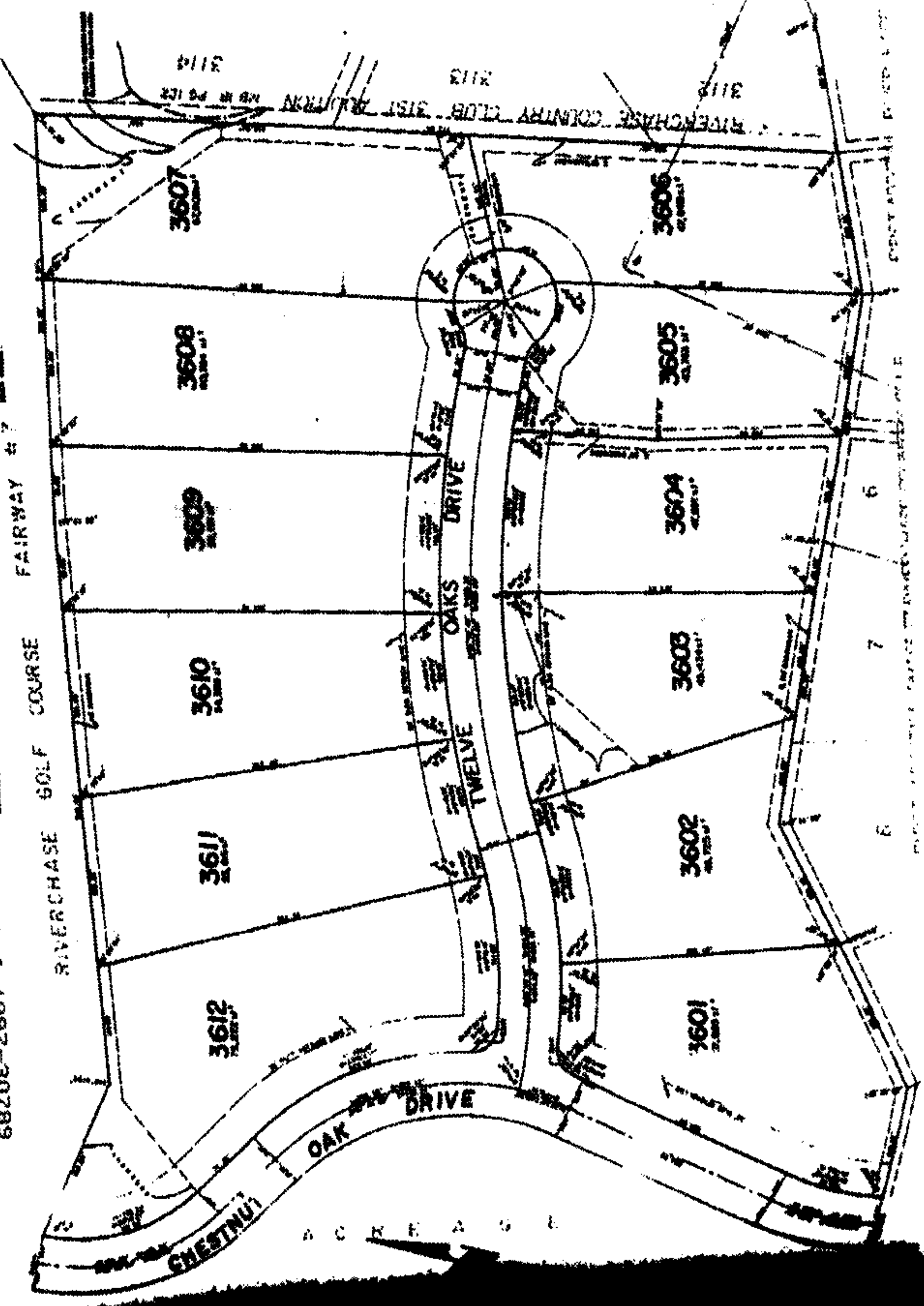
Inst. # 1996-20903

RIVERCHASE COUNTRY CLUB
36TH ADDITION

09/24/1997-30789
1:46 AM CERTIFIED

SEAL BY COUNTY JUDGE OF PROBATE
007 KCD 23.50

Inst # 1997-30789



205-324-7949 ALABAMA TITLE CO

245 P04

SEP 08 '97 11:05

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