

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

VERIFIED CLAIM OF LIEN

Oak Mountain Cabinetry, Inc., a corporation qualified under the laws of the State of Alabama, by and through Grady Shook, who has personal knowledge of the facts herein set forth, files this statement in writing, verified by his oath. Oak Mountain Cabinetry, Inc. claims a lien upon certain real property located at 330 Wixford Trace, Alabaster, Alabama 35007 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 B & S Land Development, Inc. and Edward L. and Jill L. Goldblatt in the amount of ELEVEN THOUSAND EIGHT HUNDRED and FOUR DOLLARS and 00/100s (\$11,804.00), said sum being due and owing after all credits have been given from the 20th day of October, 1997, and which sum, plus attorney fees and interest thereon, is presently due and unpaid.

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This sum of money is due and owing for materials supplied by Oak Mountain Cabinetry, Inc. said materials and labor being used for the construction of the buildings and improvements on the above-described real property.

The owners or proprietors of the above-described real property are Edward L. and Jill L. Goldblatt. The mortgage holder is NationsBanc Mortgage Corporation.

OAK MOUNTAIN CABINETRY, INC.

By:

Grady Shook

Its:

PRESIDENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Before me, Jane Self, a Notary Public, in and for the County of Jefferson, State of Alabama, personally appeared, Grady Shook, who being duly sworn, deposes and says as follows: That he 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.

Grady Shook
Grady Shook

Sworn to and Subscribed before me on this the 13th day of January, 1998.

Jane Self
Notary Public
My Commission Expires: 5-5-2000

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(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

R. Shap Paden
PADEN & PADEN
Attorneys at Law
100 Concourse Parkway, Suite 130
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

EDWARD L. GOLDBLATT
330 WIXFORD TRACE
ALABASTER, AL 35007

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE HUNDRED NINETY FIVE THOUSAND and 00/100 (\$195,000.00) DOLLARS to the undersigned grantor, B & S LAND DEVELOPMENT, INC. 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 EDWARD L. GOLDBLATT and JILL L. GOLDBLATT, HUSBAND AND WIFE, (herein referred to as GRANTEE, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 346, ACCORDING TO THE SURVEY OF WEATHERLY, WIXFORD MOOR, SECTOR 24, AS RECORDED IN MAP BOOK 20 PAGE 144 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Taxes for the year beginning October 1, 1997 which constitutes a lien but are not yet due and payable until October 1, 1998.
2. Building setback line of 20 feet reserved from Wixford Trace as shown by plat.
3. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 1996-7635 and Inst. No. 1995-15694 in Probate Office.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. No. 1996-30791 in Probate Office.
5. Non-exclusive perpetual easement for ingress and egress and utilities as set out in Inst. No. 1993-34547, as assigned as Inst. No. 1993-40410 in Probate Office.
6. Covenants and agreement for water service and tap fees as set out in Inst. No. 1995-6003 in Probate Office.
7. Non-exclusive easement for ingress, egress and utilities as set out in Inst. No. 1995-6002 in Probate Office.
8. Restrictions, limitations and conditions as set out in Map Book 20 page 144.
9. Riparian Rights, if any, in and to the use of Lake.
10. Less and except any portion of subject property lying within Lake.

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\$110,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said GRANTEEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEEES, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said GRANTEEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, B & S LAND DEVELOPMENT, INC., by its PRESIDENT, ALVA BATTLE who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 29th day of October, 1997.

B & S LAND DEVELOPMENT, INC.

By: Alva Battle
ALVA BATTLE, PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that ALVA BATTLE, whose name as PRESIDENT of B & S LAND DEVELOPMENT, INC., a corporation, 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, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29th day of October, 1997.

Thomas M. Mott
Notary Public

My commission expires: 8/22/2000

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