STATE OF ALABAMA )

**SHELBY COUNTY** 

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

## **VERIFIED CLAIM OF LIEN**

Issis & Sons, Inc. a corporation qualified under the laws of the State of Alabama, by and through Steve Issis, who has personal knowledge of the facts herein set forth, files this statement in writing, verified by his oath. Issis & Sons, Inc. claims a lien upon certain real property located at 102 Windsor Trail, Alabaster, Alabama, 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 D & L' Homes, Inc., in the amount of NINE THOUSAND SIX HUNDRED FORTY-TWO & 05/100 DOLLARS (\$9,642.05) said sum being due and owing after all credits have been given, from the 16th day of August, 1997, and which sum, plus attorney fees and interest thereon, is presently due and unpaid.

Inst # 1998-04982

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O2/13/1998-O4982
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SHELBY COUNTY JUDGE OF PROBATE
003 NCD 14.50

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

On October 22, 1997, D & L Homes, Inc. conveyed the subject real property to Robert Andrew Phillips and Jeneen G. Phillips. The mortgage holders are Standard Mortgage Corporation of Georgia and Colonial Bank.

		Issis & Sons, Inc.	
		By: Must Som	
		Steve Issis	
		Its:	_
TATE OF ALABAMA	)	· :	
OUNTY OF SHELBY	)		

Before me, the undersigned, a Notary Public, in and for the County of Shelby, State of Alabama, personally appeared, Steve Issis, 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.

Steve Issis

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

Notary Public

My Commission Expires: \_

MY COMMISSION EXPIRES OCT. 20, 1999

(Address)

B. CHRISTOPHER BATTLES

3150 HIGHWAY 52 WEST, PELHAM, ALABAMA 35124

CORPORATION FORM WARRANTY DEES, JOINTLY FOR LIFE WITH REMAINSER TO SURVIVOR MACIC CITY TITLE COMPANY, INC., BIRMINGHAM, ALABAMA

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of TWO HUNDRED FORTY SEVEN THOUSAND AND NO/100 DOLLARS (\$247,000.00)

a corporation. to the undersigned grantor, D & L HOMES, INC. (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said CRANTOR does by these presents, grant, bargain, sell and convey unto

ROBERT ANDREW PHILLIPS and wife, JENEEN G. PHILLIPS

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, the State of Alabama, County of Shelby, to-wit: situated in

> Lot 32, according to the Survey of Weatherly Windsor, Sector 11, as recorded in Map Book 18, Page 80, in the Probate Office of Shelby County, Alabama.

'ubject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

\$185,250.00 of the purchase price recited above was maid from mortgage loan closed simultaneously herewith.

Inst # 1997-34308

10/22/1997-34308 12410 PM CENTIFIED

TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the hous and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances,

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 GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

Doug Thompson President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 16th day of October 19 97 IN WITNESS WHEREOF, the Gold GRANTOR, by its

ATTEST

D & L HOMES, INC.

STATE OF ALABAMA COUNTY OF SHELBY

> a Notary Public in and for said County in said the undersigned

Doug Thompson State, hereby certify that D & L HOMES, INC. a corporation, is signed in 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

October

19 97

Given under my hand and official real, this the 16th day of

Stan X. Elrod

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