

State of Alabama)
Shelby County)

Waiver of Lien and Affidavit

BEFORE ME the undersigned authority personally appeared Kenneth M. Graves, who after being by me first duly sworn, deposes and says that:

1. He is President of Mainline Heating & Air Conditioning, Inc., doing business in the State of Alabama, hereinafter called "Materialman."
2. Materialman has heretofore furnished or caused to be furnished material and/or services for the construction of certain improvements in the project known as,

Lot 1, according to the survey of Ashton Woods, 1st Phase, as recorded in Map Book 23, Page 160 in the Probate Office of Shelby County, Alabama.

For the Owner, **Brantley Homes**

3. As more particularly set forth below, Materialman has supplied materials and received payment in the amount shown:

Final Waiver Amount Paid (\$1225.00) One thousand two hundred twenty-five dollars and 00/00

In consideration for the payment made to Materialman for said material and for services, and for other good and valuable consideration, the receipt whereof is hereby acknowledged. Materialman does hereby waive and release any and all liens or claims or rights of lien under the Statutes of the State of Alabama, relating to Mechanic's or Materialman's Liens on the above-described premises and all improvements thereon, and on the moneys or other considerations due or to become due from the Owner involved in the improvements in said Project, on account of labor or services, material, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter by Materialman for the work for the above-described premises.

Further, Subcontractor hereby agrees to indemnify and hold harmless **Brantley Homes** and each of them against any and all costs, liabilities, damages and expenses of whatever nature, including but not limited to attorney's fees, incurred as a result of the filing of any Mechanic's or Materialman's Lien for any reason by any party who has provided labor or material to Materialman for the work and in furtherance hereof agrees to immediately take whatever actions are necessary to remove, satisfy or defeat any such lien that may be filed.

4. Materialman hereby certifies that all its materialmen, subcontractors and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of its furnishing any materials for the construction of said Project.
5. Materialman makes this affidavit as provided by the laws of the State of Alabama and for the purpose of receiving final payment in full settlement of all claims arising

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under or by virtue of it" furnishing any materials for the construction of said Project, and acceptance of such payment is acknowledged as a final release of **Brantley Homes** from any and all claims or demands of every nature whatsoever on the land, buildings, improvements and property of the Owner arising under or by virtue of Materialman's involvement in the Project.

6. The undersigned herein does hereby represent that he has full authority to execute a full and final release of lien for, in behalf of and as an act of the Materialman as set forth above.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this 28th day of September, 1999.

Mainline Heating & Air Conditioning, Inc.
By: Kenneth M. Graves
Its President

Attest:
Kenneth M. Graves, Pres

Subscribed and sworn to before me on this the 28th day of September 1999, by said affiant.

Senio De Bush
Notary Public

**NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES MAY 26, 2003**

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