

STATE OF ALABAMA

)

This instrument was prepared by
Hub Harrington
2637 Valleydale Road, Suite 100
Birmingham, AL 35244

COUNTY OF SHELBY

)

VERIFIED CLAIM OF LIEN

Corey Plumbing Company, Inc. by and through Hub Harrington, its Attorney-in-Fact, who has personal knowledge of the facts set forth herein, files this statement in writing, verified by his oath. Corey Plumbing Company, Inc. claims a lien upon certain real property located at 154 Savannah Lane, 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 according and contiguous thereto.

This lien is claimed on the above mentioned land, buildings and improvements to secure the indebtedness owed by Hampton Homes, Inc., and John H. Cline, in the amount of THREE THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND 22/100 (\$3,281.22), said sum being due and owing after all credits have been given, from the 26th day of September, 2001, and which sum, plus interest thereon and attorney's fees, is presently due and unpaid.

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

01/02/2002-00126
11:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 17.00

2002-00126
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Inst

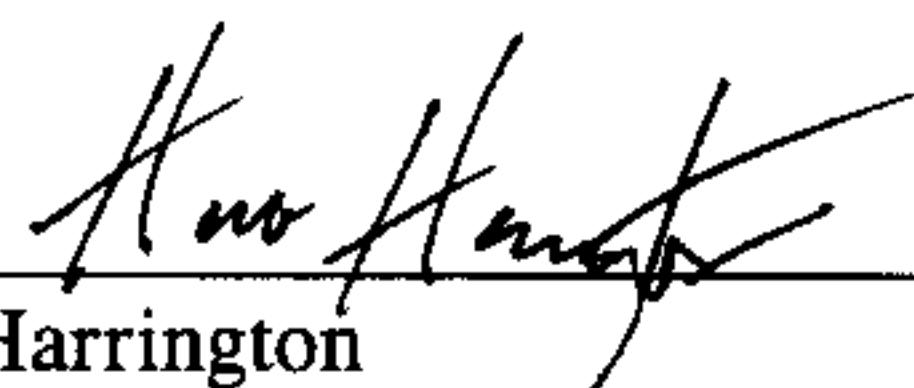
The owners and proprietors of the above-described real property is Hampton Homes, Inc., and John H. Cline.

COREY PLUMBING COMPANY, INC.

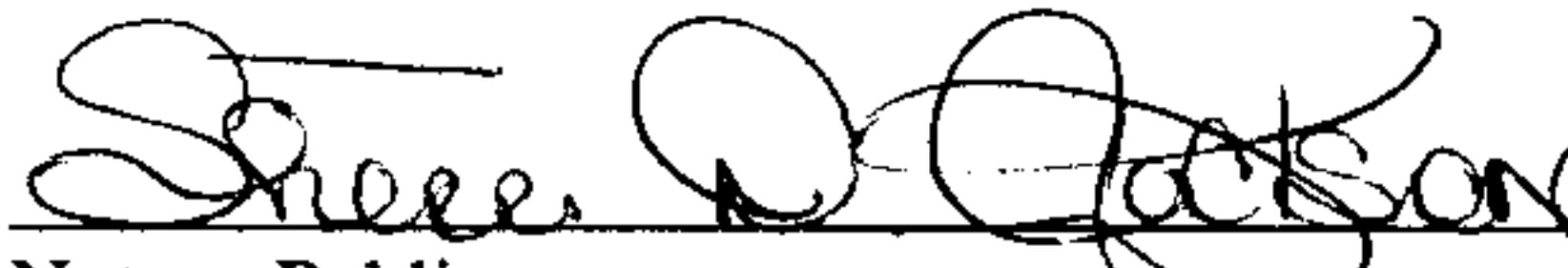

By: Hub Harrington
Its: Attorney-in Fact

STATE OF ALABAMA)
:)
SHELBY COUNTY)

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


Hub Harrington

Sworn to and Subscribed before me on this 28th day of December, 2001.


Notary Public
My Commission Expires: 7-10-05

[NOTARIAL SEAL]

This instrument was prepared by THE BANK / ZANNICK MARTIN (name) Inst. # 2001-19035
17 MONTEZUMA DRIVE, BIRMINGHAM, ALABAMA 35203 (address)
Inst. # 2001-19035
DRAFTED AND CERTIFIED

State of Alabama

Saves Above This Line/ Following Date

REAL ESTATE MORTGAGE (With Public Adverse Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is April 23, 2001 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

HAMPTON HOMES, INC.
6173 EAGLE POINT CIRCLE
BIRMINGHAM, ALABAMA 35242

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

The Bank
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
BIRMINGHAM, AL 35203-4003

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys and mortgages to Lender, with power of sale, the following described property:

LOT 309, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, SECTOR IV, PHASE I, AS
RECORDED IN MAP BOOK 26, PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

Inst. # 2002-00126

P1/02/2002-00126
1 P:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
NOG MEL 17.00

The property is located in SHELBY
(County)
.... 154, SAVANNAH LANE, CALERA, Alabama 35040
(Address) (City) (ZIP Code)

Together with all rights, easements, appurteances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The Security Instrument will remain in effect until the Secured Debt and all underlying agreements have been terminated in writing by Lender.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 115,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of the promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all its extensions, renewals, modifications or substitutions. When referencing the debt below it is suggested that you include items such as borrower's names, note amounts, interest rates, maturity dates, etc.

PROMISSORY NOTE EXECUTED SIMULTANEOUSLY HEREWITHE I/A/O \$115,000.00

ALABAMA AGRICULTURAL MORTGAGE AND MORTGAGE NOTE FOR PERSONAL, FARM OR VAC. USE, AND NOT FOR COMMERCIAL PURPOSES
EX-2000 © 1994 Bankers Trust Co., Inc. Securities Division Form AGCO-101A 4/1/93

EXHIBIT "A"