

STATE OF ALABAMA)

~~XXXXXXXXXX~~ COUNTY)
SHELBY

MUTUAL RELEASE, LIEN WAIVER AND INDEMNITY

This Mutual Release, Lien Waiver and Indemnity is made effective the date the last party signs the same by and between Nancy E. Burns (herein Owner) and Paul Davis Restorations, Paul Davis Restorations of Birmingham North and Paul Davis Systems (collectively herein, the Contractor). RE: INST #2000-37775

Whereas; Contractor, during the month of October and November performed work (the Work) on the Owners property located at 342 Willow Crest Lane, Hoover, Alabama, 35244 (the Property); and

Whereas, a dispute has arisen between Owner and Contractor as to the quality of the Work and the amount owing Contractor by Owner for the Work and the parties are desirous of resolving such dispute.

Now, Therefore, in consideration of the premises, the covenants contained herein and the payment to Contractor of the sum of \$4,633.17, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The undersigned, Rick Pickering, as authorized representative of the Contractor), with full authority and in consideration of Four Thousand Six Hundred Thirty Three and 77/100 Dollars (\$4,633.17) (the Payment) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby agrees that any lien to which Contractor is entitled to upon the Property is hereby waived as a result of full payment for all labor, equipment and materials provided to the Property by Contractor.

2. Contractor also hereby agrees to indemnify and hold harmless, Owner, the mortgagee of the Property and any person, firm or

corporation who may claim under Owner with respect to the Property or otherwise, including, without limitation, Owners homeowners Insurance Company from any and all liens or claims of liens from subcontractors, materialmen, suppliers, employees or agents of Contractor which may be filed against the Property which relate to the Payment. Contractor shall also pay any and all income taxes incurred as a result of the Payment.

3. The Owner hereby releases and forever discharges Contractor, its successors and/or assigns, and all other persons, firms or corporations liable or, who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all damages, costs and expenses, including attorneys fees and interest, known and unknown, both to person and property, which have resulted or may in the future develop from the Work. The Owner hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising from the Work.

4. The Contractor hereby releases and forever discharges Owner, her

successors and/or assigns, and all other persons, firms or corporations liable or, who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all damages, costs and expenses, including attorneys fees and interest, known and unknown, both to person and property, which have resulted or may in the future develop from the Work. The Contractor hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising from the Work.

DONE this 6 day of NOVEMBER, 2000.

Witness

Beverly M. Wood
Witness

Contractor:

By: Rick Pickering
Rick Pickering, Authorized
Representative

Nancy E. Burns
Owner: Nancy E. Burns