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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA )  
SHELBY COUNTY )

LIS PENDENS

Notice is hereby given that on the 19th day of May 2003, an Answer and Counterclaim were filed by the undersigned in the Circuit Court of Shelby County, Alabama, Case No. CV 02-899, and that the following are the names of all the present parties to said suit:

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

REGIONS BANK,	)	
Plaintiff,	)	
	)	CIVIL ACTION NUMBER
	)	
v.	)	CV-02-899
	)	
BIRMINGHAM BUILDERS, INC.,	)	
KENNETH E. WILLIAMS, and	)	
SANDRA WILLIAMS,	)	
Defendants.	)	

In said suit, the following described real estate, situated in Shelby County, Alabama, is involved, to-wit:

Lot 10-A, Block 1, according to a Resurvey of Lots 10 and 14, Block 1, Havenwood park, 1<sup>st</sup> Sector, recorded in Map Book 12, Page 27, in the Probate Office of Shelby County, Alabama

The aforesaid action is, in part, a suit by Regions Bank to evict Defendants, Sandra and Kenneth Williams, from the foregoing property. In their Answer and Counterclaim, Defendants raise three reasons why they claim Plaintiff's title is defective:

Regions promised to remove its mortgage on the foregoing property when Kenneth Williams and Birmingham Builders, Inc., owned by him, completed two construction houses, which they did; Regions Bank promised not to pursue the mortgage if Birmingham Builders, Inc. and Mr. Williams tried to sell these two houses that they had built, which they did; and Regions Bank should have satisfied all of the debts owed by Mr. and Mrs. Williams and by Birmingham Builders, Inc. to Regions Bank when it sold the two constructed houses, including the debt represented by the mortgage that Regions Bank claims on the foregoing property.

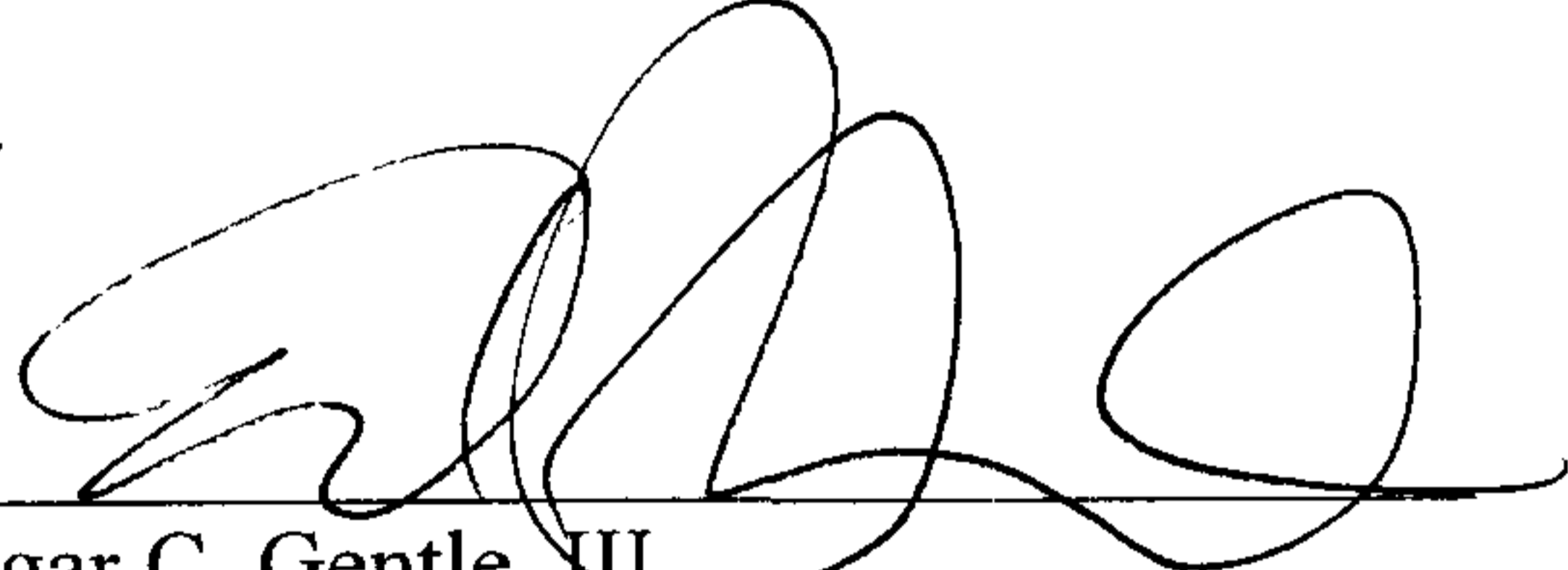
In addition, title appears to be defective for the following reasons:

(i) The deed from University Federal Credit Union to Regions Bank purporting to convey the foregoing property may be mislabeled a Redemption Deed when Regions Bank, based upon the three above reasons, is alleged by Mr. and Mrs. Williams to have been unable to redeem;

(ii) On information and belief, Lot 10-A may only cover a sliver of property, with Lot 10 being the legal description on the deed of the home to Mr. and Mrs. Williams and therefore appearing to be the location of the home from which Regions Bank would evict Mr. and Mrs. Williams. Therefore, on information and belief, the University Federal Credit Union mortgage and foreclosure may be defective, the so-called Redemption Deed may be defective and the Complaint with respect to the above-referenced property may be defective; and

(iii) Code of Alabama 1975 § 6-6-283 required Regions Bank to have an abstract of title prior to suing the Defendants for eviction. Nevertheless, Regions Bank's July 2, 2003 Response to Defendants' First Request for Admission of Facts admits that Regions Bank has no such abstract of title: "Regions admits that it does not possess an abstract of title for Lot 10-A."

Witness my hand this the 24<sup>th</sup> day of July, 2003.



Edgar C. Gentle, III  
Attorney for Defendants  
Kenneth and Sandra Williams

#### CERTIFICATE OF FILING

I hereby certify that the within and foregoing Lis Pendens was filed in this office for record on the \_\_\_\_\_ day of July, 2003, at \_\_\_\_\_ .m. And duly recorded in Book \_\_\_\_\_ of Lis Pendens at Page \_\_\_\_\_.