

VERIFIED STATEMENT OF LIEN

State of Alabama
Shelby County

Carr & Associates Engineers, Inc. of Pelham, Alabama files this statement in writing, verified by the Oath of Barton F. Carr, its Vice President, who has personal knowledge of the facts herein set forth: that Carr & Associates Engineers claims a lien on the attached described property situated in Shelby County, Alabama, to-wit: Bob Sykes Barbeque, 100 Highway 87, Calera, Alabama, 35040, more particularly described as follows and found in Instrument No. 1998-17437:


SEE ATTACHED DESCRIPTION

This lien is claimed, separately and severally, as to the buildings and improvements thereon and the said land.

That said lien is claimed to secure an indebtedness of 6484.00 dollars, with interest, from to-wit: the 6th day of May, 2002; less payment made on May 30, 2003, for work, labor upon, and the furnishing of engineering/administration services made on said property from in 2002 through November 15, 2003 at which time last contact was made.

Re
The name of the owner or proprietor of said property is DAVID CHEN, CHEN REALTY CO., INC. Copies of this Verified Statement of Lien will be mailed to the owner(s) of the property stated above at their last know address of 3250 Galleria Circle, Birmingham, Alabama, 35244.

✓ Carr & Associates Engineers, Inc.
2052 Oak Mountain Drive
Pelham, AL 35124


Barton F. Carr

State of Alabama
Shelby County

Before me, Nancy B. Carr, a Notary Public in and for said County and State, personally appeared Barton F. Carr, Vice President of Carr & Associates Engineers, Inc., being first duly sworn, does depose and say: that he has personal knowledge of the facts set forth in the foregoing Verified Statement of Lien, and that the same are true and correct to the best of his knowledge and belief. Sworn to and subscribed before me on this 13th day of February, 2004.

Notary Public Nancy B. Carr

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 12, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT A

20040401000167650 Pg 2/2 14.00
Shelby Cnty Judge of Probate, AL
04/01/2004 11:43:00 FILED/CERTIFIED

Parcel One

Lot 2, of Airpark Plaza, as recorded in Map Book 19, Page 36, in the Office of the Shelby County Judge of Probate, State of Alabama

Parcel Two

The South seventeen feet of Lot 3, Airpark Plaza as recorded in Map Book 19, Page 36, in the Office of the Judge of Probate of Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast corner of Lot 3,, Airpark Plaza as recorded in Map Book 19, Page 36, in the Office of the Judge of Probate of Shelby County, Alabama, said point being the Point of Beginning, thence run South 77 degrees 42' 13" West along the North line of Lot 2 a distance of 295.10 feet to the East right of way of Shelby County Road 87 at a point along a curve to the left, concave Westerly with a radius of 1792.59 feet, a chord length of 17.07 feet and a chord bearing of North 7 degrees 17'30" West; thence run Northerly, then Northwesterly along the arc of said curve 17.07 feet; thence run North 77 degrees 42' 13" East a distance of 287.47 feet to the Easterly line of Lot 3; thence run South 32 degrees 10'17" East a distance of 18.08 feet to the Point of Beginning.

Exhibit B

1. Grantor acquired this property from the Mead Land Services, Inc. Incident to such conveyance, I-65 Investment Properties, Inc. agreed to release and hold Mead Land Services, Inc. harmless for any incident, injury or accident relating to any past mining operation. Grantee likewise releases Grantors on the same terms as recorded in Shelby County Real Volume 352, Page 805.
2. It is the intention of the Grantors, herein to convey to Grantee, herein, any mineral and mining rights incident thereto owned by Grantors.
3. Grantors hereunder covenant and agree with Grantees, their heirs and assigns that for themselves now and upon the conveyancy of Lots 2 and 3 of Airpark Plaza as recorded in Map Book 19, Page 36 in the Office of the Judge of Probate in Shelby County, Alabama, Grantors will place a covenant running with the land that such Lots 2 and 3 will not be used for a gasoline and oil distribution center or sale of liquor. Grantors shall not be responsible for the enforcement and/or breach of the aforementioned covenants.
4. It is the position of Grantors that the intent of deed restrictions on the sale of liquor infers sale of liquor for "off premises" consumption. Prohibition concerning lots 2 & 3 do not affect grantee herein from operating a restaurant with an "on premise" liquor license. In no event should the sale of wine, beer, etc. on premises be deemed to be prohibited on the lots subject to this conveyance.
5. Grantors warrant the property conveyed hereunder is zoned B-2

05/12/1998-17437
02:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 70.50

Inst # 1998-17437