

STATE OF ALABAMA)
COUNTY OF SHELBY)

20040609000312440 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
06/09/2004 14:30:00 FILED/CERTIFIED

LIEN WAIVER

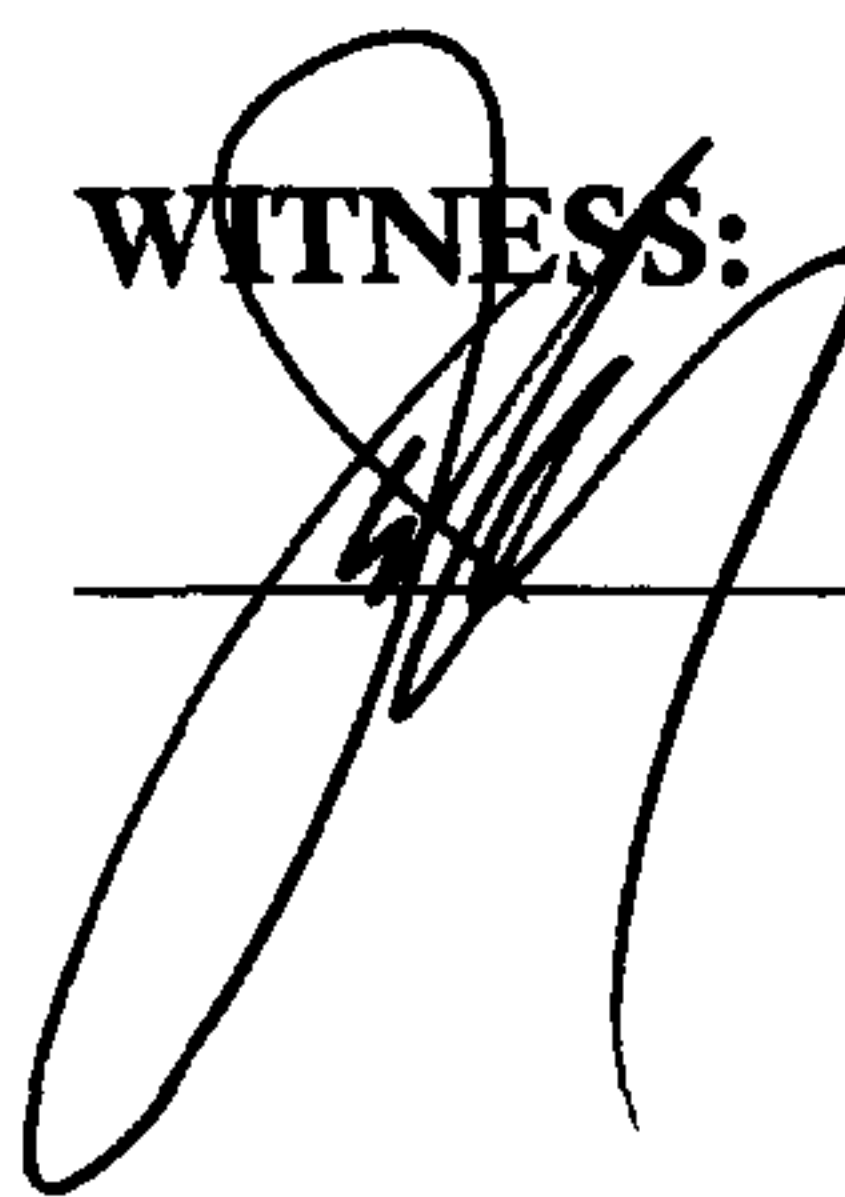
Before me, the undersigned authority, personally appeared the undersigned, Stephen H. Lee, who being first duly sworn upon oath, depose and say that:

1. The undersigned is the owner of the property described on the attached Exhibit "A" (the "Property").
2. There are no outstanding contracts, either oral or written, for the furnishing of any labor or material to the Property or the improvements thereon, and no additions to the improvements to the property have been made within the preceding twelve (12) months.
3. All labor, material or services, if any, were furnished, completed and in place not fewer than ninety (90) days prior to the date of this affidavit, and all charges for any material or labor whenever furnished, have been paid in full, and the undersigned has not received notice from any materialman, laborer, or subcontractor.
4. The above Property is free and clear of all liens (including Mechanic's, Materialmen's or Laborer's Liens), encumbrances and claims of every nature, kind and description whatsoever, except for the lien of real estate taxes for the current year and subsequent years.
5. There are no taxes or special assessments which are not shown as existing liens by the public records.

Affiant hereby requests First American Insurance Company to issue its mortgagee's policy of title insurance upon the Land and improvements without exception for unfiled mechanics and materialmen's liens. Affiant does hereby agree to indemnify and hold First American Insurance Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which said First American Insurance Company shall or may suffer or become liable for under its said policy, upon said Land and improvements, on account of reliance on the statements made herein.

Dated as of the 14th of May, 2004

WITNESS:




Stephen H. Lee

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen H. Lee, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same on the day the same bears date.

Given under my hand and seal this 14th day of May, 2004.


Notary Public

My Commission Expires: 07/14/2003
RENEWED
MY COMMISSION EXPIRES 07/14/2007

EXHIBIT A

20040609000312440 Pg 2/2 14.00
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DESCRIPTION OF PROPERTY

PARCEL "A"

PROPERTY DESCRIPTION

Commence at the NE corner of Section 23, Township 20 South, Range 3 West,; thence S.00°26'47"E., a distance of 1,331.10 feet; thence S.24°23'28"E., a distance of 38.63 feet; thence S.89°47'36"W., a distance of 513.00 feet; thence N.09°40'56"W., a distance of 127.64 feet; thence N.38°30'20"W., a distance of 151.69 feet; thence N 43°34'49" W., a distance of 8.66 feet; thence N.59°34'16"E., a distance of 29.88 feet to the POINT OF BEGINNING; thence N.27°25'25"W., a distance of 291.30 feet; thence N.62°34'35"E., a distance of 262.95 feet; thence continue northeasterly along said line, a distance of 197.78 feet; thence S.29°38'12"E., a distance of 222.20 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.58°40'29"E., a radial distance of 325.00 feet; thence southeasterly along the arc, through a central angle of 07°53'29", a distance of 44.76 feet; thence S.59°34'16"W., a distance of 476.07 feet to the POINT OF BEGINNING.

Containing 130,090 square feet or 3.0 acres, more or less.