

RECORDING REQUESTED BY AND RETURN TO:

File: 122609 APN: 10-9-30-0-001-004-.022
Hughes Supply Inc
Luis Hernandez
One Hughes Way
Orlando, FL 32805
Phone: 407-822-2372
Fax: 407-386-6088

VERIFIED STATEMENT OF LIEN

(Alabama Code Sec. 35-11-213)

State of California
County of Ventura

Claimant, Hughes Supply Inc files this statement in writing, verified by the oath of Lorraine Basua, who has personal knowledge of the facts herein set forth:

That said Claimant claims a lien upon the following property, situated in Shelby, Alabama, to wit: known as Summer Chase Apartments project 4974, located at 100 Summerchase Drive, Birmingham, AL 35244. SEE EXHIBIT "A". That said lien is claimed to secure an indebtedness, after all just credits have been given, of \$12,045.20 with interest, from to wit 08/21/04 for Wholesale Building Materials.

The name of the owner or proprietor of the said property is: Summerchase LLC c/o Collateral Mortgage LTD, , 524 Louna Square, Birmingham, AL 35216.

Dated 12/13/04

By: Lorraine Basua
Lorraine Basua / Lien Administrator

Before me, Linnet E Inglehart , a notary public in the County of Ventura, State of California, personally appeared Lorraine Basua, who being duly sworn, does depose and say: That he/she 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/her knowledge and belief.

Lorraine Basua
Affiant

Subscribed and sworn to before me on this 13 day of December, 2004, by said affiant.

My Commission Expires:
June 8 2005

Linnet E Inglehart
Notary Signature

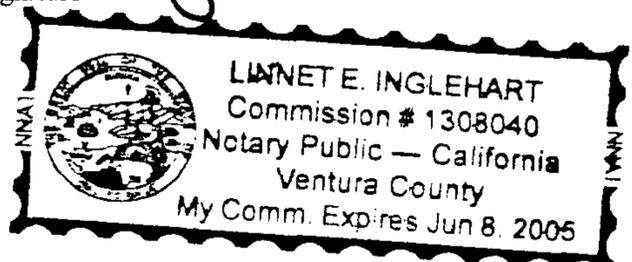
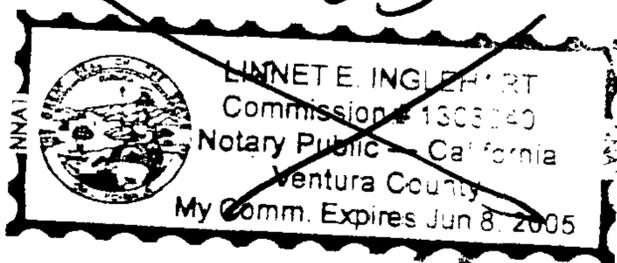


EXHIBIT A

[Legal Description]

Commence at the Southeast corner of the Northwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, run thence in a Westerly direction along the South line of said 1/4 Section for a distance of 2,300.55 feet; thence turn an angle to the right of 86 degrees and run in a Northwesterly direction along the Northeasterly right of way of U.S. Highway No. 31 South for a distance of 1,096.84 feet; thence turn an angle to the right of 101 degrees, 03 minutes, 10 seconds and run in an Easterly direction for a distance of 346.16 feet to the point of beginning; from the point of beginning thus obtained, thence turn an angle to the left of 71 degrees, 19 minutes, 50 seconds and run in a Northeasterly direction for a distance of 580 feet; thence turn an angle to the right of 18 degrees, 59 minutes, 22 seconds and run in a Northeasterly direction for a distance of 525.54 feet; thence turn an angle to the right of 101 degrees, 40 minutes, 03 seconds and run in a Southeasterly direction for a distance of 526.96 feet; thence turn an angle to the right of 31 degrees, 30 minutes and run in a Southeasterly direction for a distance of 176.65 feet; thence turn an angle to the right of 00 degrees, 14 minutes, 53 seconds and run in a Southeasterly direction for a distance of 60 feet; thence turn an angle to the left of 90 degrees to the tangent of the following described course, said course being situated on a curve to the left having a central angle of 15 degrees, 10 minutes, 25 seconds and a radius 438.82 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 116.21 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 87 degrees, 12 minutes, 41 seconds and a radius of 25 feet; thence run along the arc of said curve to the right in a Northeasterly, Easterly and Southeasterly direction for a distance of 38.05 feet to the end of said curve; thence run along the tangent extended to last described course in a Southeasterly direction for a distance of 424.16 feet to the point of beginning of a curve to the right, said curve having a central angle of 19 degrees, 26 minutes, 05 seconds and a radius of 349.57 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 118.57 feet to the end of said curve; thence run along the tangent extended to said curve in a Southeasterly direction for a distance of 20.40 feet to the point of beginning of a curve to the left, said curve having a central angle of 12 degrees, 15 minutes, 04 seconds and a radius of 889.71 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 190.24 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 93 degrees, 01 minutes, 06 seconds and a radius of 25 feet; thence run along the arc of said curve to the right in a Southeasterly and Southwesterly direction for a distance of 40.59 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 25 degrees, 18 minutes and a radius of 483.33 feet; thence run along arc of said curve in a Northwesterly direction for a distance of 213.43 feet to the end of said curve; thence run along the tangent extended to said curve in a Northwesterly direction for a distance of 35.74 feet to the point of beginning

SEE ATTACHED PAGE 2 FOR CONTINUATION OF LEGAL DESCRIPTION.

LEGAL DESCRIPTION, CONTINUATION

Page 2

of a curve to the left, said curve having a central angle of 25 degrees, 39 minutes, 10 seconds and a radius of 271.57 feet; thence run along the arc of said curve in a Northwesterly and Southwesterly direction for a distance of 121.59 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 20 degrees, 18 minutes, 07 seconds and a radius of 591.13 feet; thence run along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction for a distance of 209.46 feet to the end of said curve; thence turn an angle to the right of from tangent of last described course of 34 degrees, 45 minutes, 06 seconds and run in a Northwesterly direction for a distance of 307.91 feet; thence turn an angle to the right of 44 degrees, 55 minutes, 54 seconds and run in a Northerly direction for a distance of 142.00 feet; thence turn an angle to the left of 84 degrees, 31 minutes, 38 seconds and run in a Northwesterly direction for a distance of 335.53 feet; thence turn an angle to the right of 40 degrees, 30 minutes and run in a Northwesterly direction for a distance of 153.91 feet to the point of beginning.

Together with a perpetual easement for sanitary sewer pipeline over, along and through the following described real estate for the benefit of the real property described hereinabove:

Description of a 20 foot wide sanitary sewer easement situated in the SE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, the centerline of which is more particularly described as follows:

From the Southeast corner of the SE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, run West along the South line of said SE 1/4 of the NW 1/4 for a distance of 1170.59 feet; thence turn an angle to the right of 110 degrees, 52 minutes, 50 seconds and run in a Northeasterly direction for a distance of 32.41 feet to the center of an existing sanitary sewer manhole and the point of beginning of the centerline of the 20 foot wide sanitary sewer easement herein described; from the point of beginning thus obtained, continue along the last described course for a distance of 175.15 feet; thence turn an angle to the left of 15 degrees, 58 minutes, 58 seconds and run in a Northeasterly direction for a distance of 178.66 feet; thence turn an angle to the right of 8 degrees, 19 minutes, 00 seconds and run in a Northeasterly direction for a distance of 160.00 feet, more or less, to a point on the Southern boundary line of the above described property, and the end of said sanitary sewer easement.

SEE ATTACHED PAGE 3 FOR CONTINUATION OF LEGAL DESCRIPTION.

LEGAL DESCRIPTION, CONTINUATION

Page 3

ALSO, rights to the use of a 20 foot sanitary sewer easement as shown on the recorded plat of Riverchase Properties Second Addition to Riverchase, as recorded in Map Book 9, Page 40, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH rights that constitute an interest in real estate obtained under that certain Easement granted by The Gables Condominium Association, Inc. as recorded in Real Volume 97, Page 535.

TOGETHER WITH rights that constitute an interest in real estate obtained under Section 6.2 of the Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) as to Easement of Enjoyment of Community recorded in Real Volume 19, Page 633.

NOTICE OF INTENT TO FILE A LIEN CLAIM

(Ala. Code § 35-11-218)

TO: OWNER, PROPRIETOR OR LESSEE OF PROPERTY: Summerchase LLC c/o Collateral Mortgage LTD, 524 Louna Square, Birmingham, AL 35216.

TO: THE PRINCIPAL CONTRACTOR OR REPUTED PRINCIPAL CONTRACTOR: Summer Chase Apartments, 100 Summerchase Drive, Birmingham, AL 35244.

TO: CONSTRUCTION LENDER: , , , .

FROM: CLAIMANT: Hughes Supply Inc One Hughes Way Orlando, FL 32805 Ph: 4078222372.

PLEASE TAKE NOTICE that Claimant intends to file a claim of lien against the building or improvement and property known as Summer Chase Apartments project, located at SEE EXHIBIT "A", said property being the site of construction and improvements by the above principal contractor and claimant.

The Claimant furnished the following kinds of labor, services, equipment, or materials: Wholesale Building Materials; at the request of Summer Chase Apartments, 100 Summerchase Drive, Birmingham, AL 35244.

The amount due Claimant is \$12,045.20, with interest thereon from 08/21/04.

PLEASE TAKE FURTHER NOTICE that upon receipt of this notice, any unpaid balance in the hands of the owner, proprietor, or lessee otherwise due to the principal contractor shall be held subject to such lien.

By: Lorraine Basua
Lorraine Basua / Lien Administrator

PROOF OF SERVICE BY MAIL AFFIDAVIT

I declare that I served a copy of the above document, and any related documents, by (as required by law) first-class, certified or registered mail, postage prepaid, addressed to the above named parties, at the addresses listed above, on 12/13/04. I declare under penalty of perjury that the foregoing is true and correct. Executed at Simi Valley, CA on 12/13/04.

By: Lorraine Basua
Lorraine Basua / Lien Administrator



STATEMENT

REMIT TO:

Century Maintenance Supply
Lock Box 842434

Dallas, TX 75284
(800)254-3653

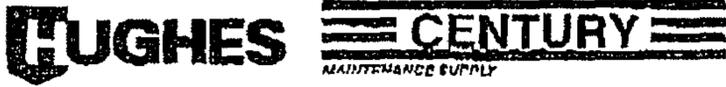
SUMMERCHASE APARTMENTS
100 SUMMERCHASE DRIVE
BIRMINGHAM, AL 35244

PAGE NO.
2 of 3
CUSTOMER NO.
4974
STATEMENT DATE
10/19/04
TOTAL DUE
12045.20

** If you are in need of copies of any of the below invoices, please indicate on this statement and fax to (800)237-1313. Also, please note the fax number that you would like to receive your request returned to you. **

INVOICE DATE	DUE DATE	TYPE	INVOICE NO	PURCHASE ORDER	ORIGINAL AMOUNT	PAYMENTS	BALANCE
05/22/04	05/22/04	SC	33932-77		18.11	0.00	18.11
05/22/04	05/22/04	SC	38469-77		25.33	0.00	25.33
05/22/04	05/22/04	SC	40121-77		10.69	0.00	10.69
05/22/04	05/22/04	SC	41296-77		11.82	0.00	11.82
05/22/04	05/22/04	SC	42696-77		56.20	0.00	56.20
05/22/04	05/22/04	SC	44154-77		25.44	0.00	25.44
05/22/04	09/05/02	MC	54278-77		225.47	0.00	225.47
05/28/04	06/27/04	IN	5936242-77		110.45	0.00	110.45
05/29/04	06/28/04	IN	5927610-77		30.83	0.00	30.83
05/29/04	06/28/04	IN	5930548-77		8.85	0.00	8.85
05/29/04	06/28/04	IN	5937300-77		44.11	0.00	44.11
06/10/04	07/10/04	IN	5954976-77		24.54	0.00	24.54
06/11/04	06/11/04	MC	5954979-77		40.00	0.00	40.00
06/11/04	07/11/04	IN	5957574-77		178.20	0.00	178.20
06/17/04	07/17/04	IN	5969379-77		206.17	0.00	206.17
06/18/04	07/18/04	IN	5973650-77		340.20	0.00	340.20
06/19/04	07/19/04	IN	5975860-77		185.09	0.00	185.09
06/22/04	07/22/04	IN	5978105-77		484.87	0.00	484.87
07/01/04	07/31/04	IN	5996596-77		110.87	0.00	110.87
07/08/04	08/07/04	IN	5992465-77		102.35	0.00	102.35
07/08/04	08/07/04	IN	5998927-77		3.68	0.00	3.68
07/08/04	08/07/04	IN	6006733-77		163.83	0.00	163.83
07/10/04	08/09/04	IN	5989253-77		473.10	0.00	473.10
07/10/04	08/09/04	IN	6010987-77		185.57	0.00	185.57
07/13/04	08/12/04	IN	6014891-77		484.87	0.00	484.87

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STATEMENT

REMIT TO:

Century Maintenance Supply
Lock Box 842434

Dallas, TX 75284
(800)254-3653

PAGE NO.	1 of 3
CUSTOMER NO.	4974
STATEMENT DATE	10/19/04
TOTAL DUE	12045.20

SUMMERCHASE APARTMENTS
100 SUMMERCHASE DRIVE
BIRMINGHAM, AL 35244

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INVOICE DATE	DUE DATE	TYPE	INVOICE NO	PURCHASE ORDER	ORIGINAL AMOUNT	PAYMENTS	BALANCE
01/09/03	08/05/02	MC	53523-77		128.96-	0.00	128.96-
01/10/03	01/10/03	MC	4962022-77		25.73-	0.00	25.73-
08/13/03	08/13/03	MC	5390283-77		51.65-	0.00	51.65-
02/20/04	03/21/04	IN	5760474-77		75.43	0.00	75.43
03/10/04	04/09/04	IN	5793038-77		616.15	0.00	616.15
03/27/04	03/27/04	MC	5819188-77		10.80-	0.00	10.80-
04/14/04	05/14/04	IN	5854829-77		366.14	0.00	366.14
04/15/04	05/15/04	IN	5847870-77		174.41	0.00	174.41
04/15/04	04/15/04	MC	5854838-77		20.48-	0.00	20.48-
04/15/04	05/15/04	IN	5855453-77		28.56	0.00	28.56
04/16/04	05/16/04	IN	5860148-77		1253.49	0.00	1253.49
04/17/04	05/17/04	IN	5863005-77		31.60	0.00	31.60
04/20/04	05/20/04	IN	5864174-77		53.91	0.00	53.91
04/21/04	05/21/04	IN	5865804-77		20.47	0.00	20.47
04/29/04	05/29/04	IN	5867434-77		1.22	0.00	1.22
04/29/04	05/29/04	IN	5867443-77		15.23	0.00	15.23
04/29/04	05/29/04	IN	5881233-77		131.47	0.00	131.47
04/30/04	05/30/04	IN	5884420-77		115.12	0.00	115.12
05/01/04	05/31/04	IN	5886327-77		509.36	0.00	509.36
05/05/04	06/04/04	IN	5889450-77		38.72	0.00	38.72
05/08/04	06/07/04	IN	5899048-77		168.12	0.00	168.12
05/14/04	06/13/04	IN	5908077-77		275.27	0.00	275.27
05/18/04	06/17/04	IN	5915552-77		340.20	0.00	340.20
05/21/04	06/20/04	IN	5884799-77		62.99	0.00	62.99
05/21/04	06/20/04	IN	5917884-77		14.74	0.00	14.74

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STATEMENT

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 Dallas, TX 75284
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PAGE NO.
3 of 3
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INVOICE DATE	DUE DATE	TYPE	INVOICE NO.	PURCHASE ORDER	ORIGINAL AMOUNT	PAYMENTS	BALANCE
07/14/04	08/13/04	IN	6016930-77		777.68	0.00	777.68
07/16/04	08/15/04	IN	6003644-77		133.30	0.00	133.30
07/16/04	08/15/04	IN	6022867-77		401.71	0.00	401.71
07/17/04	08/16/04	IN	6025202-77		20.50	0.00	20.50
07/20/04	08/19/04	IN	6027421-77		26.57	0.00	26.57
07/21/04	08/20/04	IN	6030081-77		43.32	0.00	43.32
07/22/04	08/21/04	IN	6030501-77		16.61	0.00	16.61
07/23/04	08/22/04	IN	6035607-77		397.84	0.00	397.84
07/27/04	08/26/04	IN	5991593-77		219.78	0.00	219.78
07/28/04	08/27/04	IN	6041887-77		484.87	0.00	484.87
07/29/04	08/28/04	IN	6041883-77		209.64	0.00	209.64
07/30/04	08/29/04	IN	6044442-77		3.33	0.00	3.33
07/31/04	08/30/04	IN	6051178-77		154.88	0.00	154.88
08/05/04	09/04/04	IN	6059801-77		484.87	0.00	484.87
08/06/04	09/05/04	IN	6058691-77		193.17	0.00	193.17
08/06/04	09/05/04	IN	6061748-77		134.71	0.00	134.71
08/10/04	09/09/04	IN	6064996-77		790.14	0.00	790.14
08/10/04	08/10/04	MC	6065555-77		115.94	0.00	115.94
08/10/04	09/09/04	IN	6068050-77		86.35	0.00	86.35
08/14/04	09/13/04	IN	6060724-77		15.10	0.00	15.10
08/14/04	09/13/04	IN	6075552-77		25.79	0.00	25.79
08/17/04	09/16/04	IN	6079362-77		178.20	0.00	178.20
08/21/04	09/20/04	IN	6073498-77		56.38	0.00	56.38
09/01/04	09/01/04	SC	90104-99		102.29	0.00	102.29
09/25/04	09/25/04	SC	92504-99		129.43	0.00	129.43