

STATE OF ALABAMA     )  
                                  :  
JEFFERSON COUNTY     )

VERIFIED STATEMENT OF LIEN

COMES NOW Birmingham Engineering and Construction Consultants, Inc. ("BECC") and files this statement in writing, verified by the oath of Lisa Morrison, President of BECC who has personal knowledge of the facts set forth herein:

1. That BECC claims a lien upon the following real property situated in Shelby County, Alabama, to-wit:

Lots 1814-1815, 1817, 1821-1823, 1907, 1910-1915, 1924-1925 of the Survey of Old Cahaba, Phase V, 1st Addition, as recorded in Map Book 35 at Page 120 in the office of the Judge of Probate of Shelby County, Alabama;

and

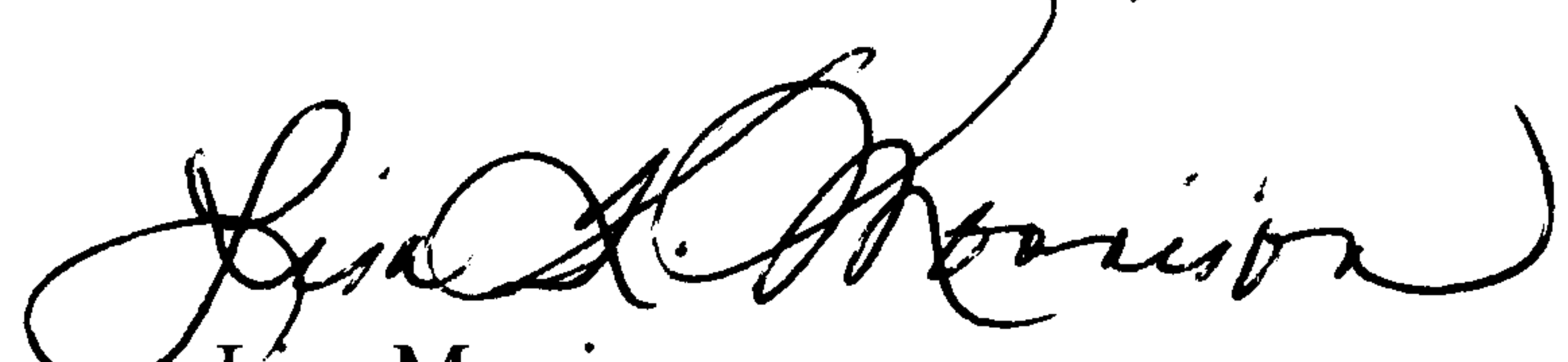
Lots 2054, 2059, 2069, 2071, 2073, 2095-2097, 2099, 2100, 2102, 2103, 2107, 2109, 2110, 2117, 2121, 2125, 2161 within "Sector 2" of Old Cahaba, Phase V, in Shelby County, Alabama;

(hereafter defined as the "Property").

2. This lien is claimed separately and severally as to the Property as well as the buildings and improvements thereon.
3. That the said lien is claimed to secure an indebtedness of **Eight Thousand Nine Hundred Twenty and 31/100 Dollars (\$8,920.31)** from, to wit, February 10, 2006 to date, for services rendered and material furnished for the improvement of the Property, including, but not limited to, time, material, labor, and supplies, that went into, and were actually used in said improvements.
4. The name of the owner or proprietor of the Property is Tanglewood Corporation, American Land Development Corporation, and/or American Homes & Land Corporation

Birmingham     Engineering     &


Construction Consultants, Inc.

  
Lisa Morrison  
Its President

STATE OF ALABAMA )

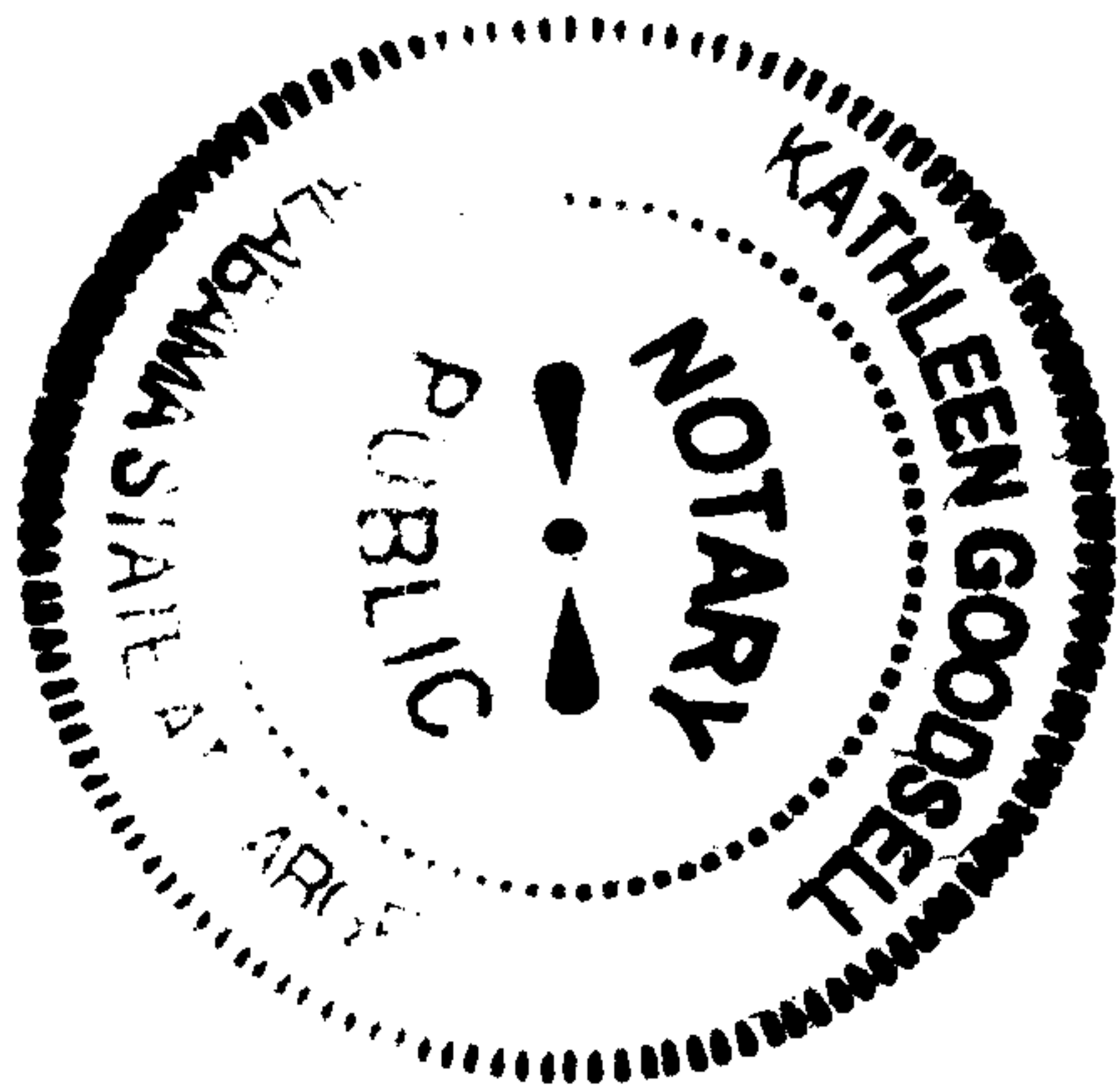
:

COUNTY OF JEFFERSON )

  
20060612000278080 2/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/12/2006 03:00:38PM FILED/CERT

Before me, a Notary Public in and for said County, in said State, personally appeared Lisa Morrison, whose name is signed to the foregoing verified statement of lien, and who is known to me and who, being by me first duly sworn and deposed, said that he/she has knowledge of the facts stated in the foregoing verified statement of lien, and that the said facts as therein stated are true and correct.

Sworn to and subscribed before me on this the 12<sup>th</sup> day of June, 2006.



  
NOTARY PUBLIC

My Commission Expires:

5-4-2009





**BECC**

**Birmingham Engineering &  
Construction Consultants, Inc.**


360 Industrial Lane  
Birmingham, AL 35211  
Tel: (205) 941-1119 Fax: (205) 941-1198

**Client Statement**

Printed on: 6/7/06

Page 1 of 1

Ms. Susie Dowling  
American Land Development  
33 Inverness Center Parkway  
Suite 100  
Hoover AL 35242

  
20060612000278080 3/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/12/2006 03:00:38PM FILED/CERT

**INVOICEDATE**

1/1/02 to 6/7/06

Inv Num	Inv Date	Bill Amt	Pay Date	Amt Paid	Inv Balance	Late Fee	Late Fee Paid
---------	----------	----------	----------	----------	-------------	----------	---------------

**Client ID: AMERICAN**

**Project ID: R1-4073: Old Cahaba Phase V - 000065**

23031	1/31/06	\$4,145.00		\$0.00	\$4,145.00	\$263.21	\$0.00
23091	2/28/06	\$3,175.31		\$0.00	\$3,175.31	\$157.18	\$0.00
23135	3/31/06	\$1,600.00		\$0.00	\$1,600.00	\$54.40	\$0.00
					<b>\$8,920.31</b>	<b>\$474.79</b>	<b>\$0.00</b>

**Old Cahaba Phase V - 000065**

**Project Balance:**

**\$ 9,395.10**

**\$8,920.31**

**\$474.79**

**\$0.00**

**Client Balance:**

**\$ 9,395.10**

Thank you for your business

Invoices not paid in full 30 days from date of invoice are subject to a finance charge of 1-1/2 % per month on the unpaid balances.

Any additional backup required will be charged at \$50.00 per invoice.

BECC invoices will only be adjusted within ten (10) days of date of invoice.

No inquiry within that time-frame constitutes your acceptance of our bill for service.

CHRISTIAN  
SMALL

LLP  
ATTORNEYS | COUNSELORS

505 20TH STREET NORTH

SUITE NO. 1800

BIRMINGHAM, ALABAMA 35203-2696

☎ 205.795.6588 ☎ 205.328.7234

www.csattorneys.com

Greer B. Mallette

15703.2  
FILE COPY

Direct Dial (205)250-6605

E-Mail Address: GBMallette@csattorneys.com

May 31, 2006

NOTICE OF INTENT TO CLAIM MECHANICS AND MATERIALMEN'S LIEN

CERTIFIED MAIL - RETURN RECEIPT REQUESTED  
and FIRST CLASS DELIVERY



20060612000278080 4/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/12/2006 03:00:38PM FILED/CERT

TO: Tanglewood Corporation  
c/o Rebecca B. Harris  
1109 Townhouse Rd.  
Helena, AL 35080

American Land Development Corporation  
c/o Patricia D. Dowling  
33 Inverness Center Parkway, Suite 100  
Hoover, AL 35242

American Homes & Land Corporation  
c/o Gary Thomas  
33 Inverness Center Parkway, Suite 100  
Hoover, AL 35242

Ladies and Gentlemen:

TAKE NOTICE that Birmingham Engineering and Construction Consultants, Inc. ("BECC") claims a lien on certain land, buildings and improvements located within that certain real property commonly known as Old Cahaba, Phase V, 1<sup>st</sup> and 2<sup>nd</sup> Additions in Shelby County, Alabama and more particularly described as follows, to wit:

Lots 1814-1815, 1817, 1821-1823, 1907, 1910-1915, 1924-1925 of the Survey of Old Cahaba, Phase V, 1st Addition, as recorded in Map Book 35 at Page 120 in the office of the Judge of Probate of Shelby County, Alabama;

and

Lots 2054, 2059, 2069, 2071, 2073, 2095-2097, 2099, 2100, 2102, 2103, 2107, 2109, 2110, 2117, 2121, 2125, 2161 within "Sector 2" of Old Cahaba, Phase V, in Shelby County, Alabama;



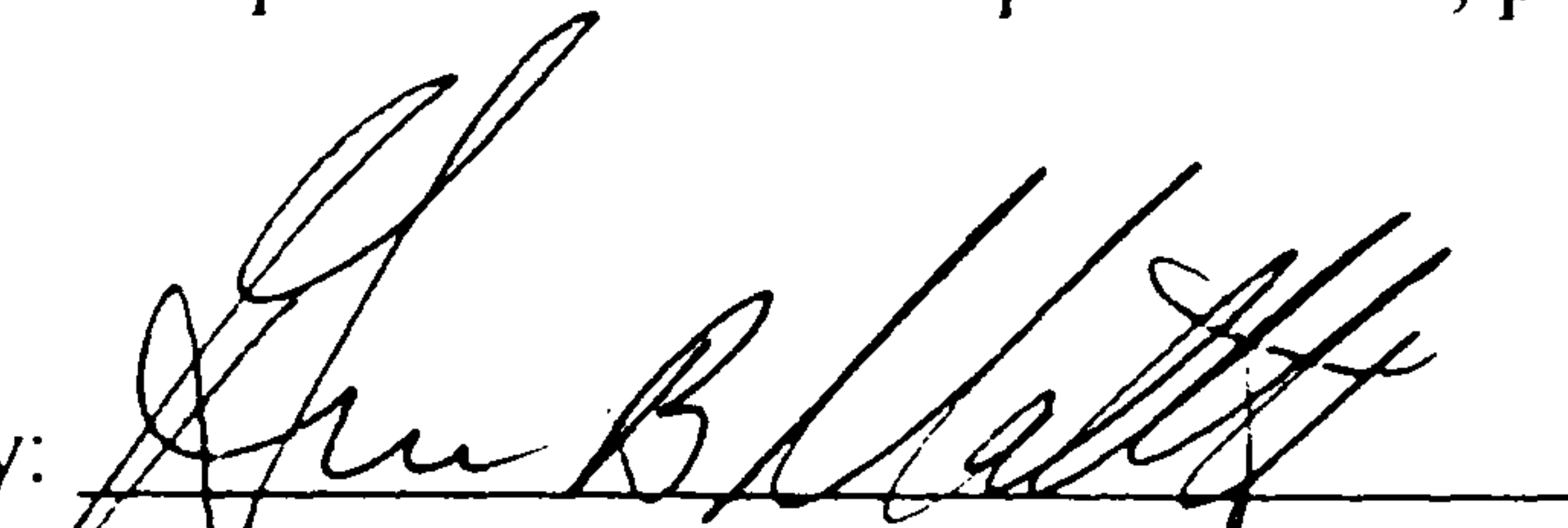
(hereafter defined as the "Property")

in the total amount of **Eight Thousand Nine Hundred Twenty and 31/100 Dollars (\$8,920.31).**

This amount represents the balance due from **American Land Development Corporation**, the owner, contractor or subcontractor on the above-referenced project for soil testing and engineering services that went into, and were actually used in said improvements.

Attached hereto are copies of the invoices for these services. This notice of an "unpaid balance" lien is given pursuant to Code of Alabama (1975), §§ 35-11-210, 35-11-218.

If you contend that American Land Development Corporation has been paid in full, please contact me immediately at the above-number.

By:   
Greer B. Mallette  
Attorney for Birmingham Engineering and  
Construction Consultants, Inc..

OF COUNSEL:

CHRISTIAN & SMALL LLP  
ATTORNEYS AND COUNSELORS  
505 20TH STREET NORTH - SUITE 1800  
BIRMINGHAM AL 35203-2696  
(205) 795-6588

Enclosures

cc: Lisa Morrison, Birmingham Engineering and Construction Consultants, Inc.  
Michael R. Lunsford, Esq.



BECC

Birmingham Engineering &  
Construction Consultants, Inc.

360 Industrial Lane  
Birmingham, AL 35211

Tel: (205) 941-1119 Fax: (205) 941-1198

Client Statement

Printed on: 5/8/06

Page 1 of 1

Ms. Susie Dowling  
American Land Development  
33 Inverness Center Parkway  
Suite 100  
Hoover AL 35242



20060612000278080 6/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/12/2006 03:00:38PM FILED/CERT

INVOICEDATE

1/1/02 to 5/8/06

Inv Num	Inv Date	Bill Amt	Pay Date	Amt Paid	Inv Balance	Late Fee	Late Fee Paid
---------	----------	----------	----------	----------	-------------	----------	---------------

Client ID: AMERICAN

Project ID: R1-4073: Old Cahaba Phase V - 000065

23031	1/31/06	\$4,145.00		\$0.00	\$4,145.00	\$0.00	\$0.00
23091	2/28/06	\$3,175.31		\$0.00	\$3,175.31	\$0.00	\$0.00
→ 23135	3/31/06	\$1,600.00		\$0.00	\$1,600.00	\$0.00	\$0.00
					<u>\$8,920.31</u>	<u>\$0.00</u>	<u>\$0.00</u>

Old Cahaba Phase V - 000065

Project Balance:

\$ 8,920.31

Project ID: R1-5026: Weatherstone

23028	1/31/06	\$127.50		\$0.00	\$127.50	\$0.00	\$0.00
23138	3/31/06	\$3,050.00		\$0.00	\$3,050.00	\$0.00	\$0.00
					<u>\$3,177.50</u>	<u>\$0.00</u>	<u>\$0.00</u>

Weatherstone

Project Balance:

\$ 3,177.50

\$12,097.81

\$0.00

\$0.00

Client Balance:

\$ 12,097.81

Thank you for your business

Invoices not paid in full 30 days from date of invoice are subject to a finance charge of 1-1/2 % per month on the unpaid balances.

Any additional backup required will be charged at \$50.00 per invoice.

BECC invoices will only be adjusted within ten (10) days of date of invoice.

No inquiry within that time-frame constitutes your acceptance of our bill for service.



CHRISTIAN  
SMALL

LLP  
ATTORNEYS | COUNSELORS

505 20TH STREET NORTH

SUITE NO. 1800

BIRMINGHAM, ALABAMA 35203-2696

☎ 205.795.6588 ☎ 205.328.7234

[www.csattorneys.com](http://www.csattorneys.com)

Greer B. Mallette

20060612000278080 7/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/12/2006 03:00:38PM FILED/CERT

Direct Dial (205)250-6605

E-Mail Address: [GBMallette@csattorneys.com](mailto:GBMallette@csattorneys.com)

June 2, 2006

NOTICE OF INTENT TO CLAIM MECHANICS AND MATERIALMEN'S LIEN

CERTIFIED MAIL - RETURN RECEIPT REQUESTED  
and FIRST CLASS DELIVERY

TO: ✓ Tanglewood Corporation  
c/o Rebecca B. Harris  
100 First Alabama Bank Dr., Ste A  
Pelham, AL 35124-1332

American Land Development Corporation  
c/o Patricia D. Dowling  
33 Inverness Center Parkway, Suite 100  
Hoover, AL 35242

American Homes & Land Corporation  
c/o Gary Thomas  
33 Inverness Center Parkway, Suite 100  
Hoover, AL 35242

*Mallette*  
*06/02/06*

Ladies and Gentlemen:

TAKE NOTICE that Birmingham Engineering and Construction Consultants, Inc. ("BECC") claims a lien on certain land, buildings and improvements located within that certain real property commonly known as Old Cahaba, Phase V, 1<sup>st</sup> and 2<sup>nd</sup> Additions in Shelby County, Alabama and more particularly described as follows, to wit:

Lots 1814-1815, 1817, 1821-1823, 1907, 1910-1915, 1924-1925 of the Survey of Old Cahaba, Phase V, 1st Addition, as recorded in Map Book 35 at Page 120 in the office of the Judge of Probate of Shelby County, Alabama;

and

Lots 2054, 2059, 2069, 2071, 2073, 2095-2097, 2099, 2100, 2102, 2103, 2107, 2109, 2110, 2117, 2121, 2125, 2161 within "Sector 2" of Old Cahaba, Phase V, in Shelby County, Alabama;

20060612000278080 8/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/12/2006 03:00:38PM FILED/CERT

(hereafter defined as the "Property")

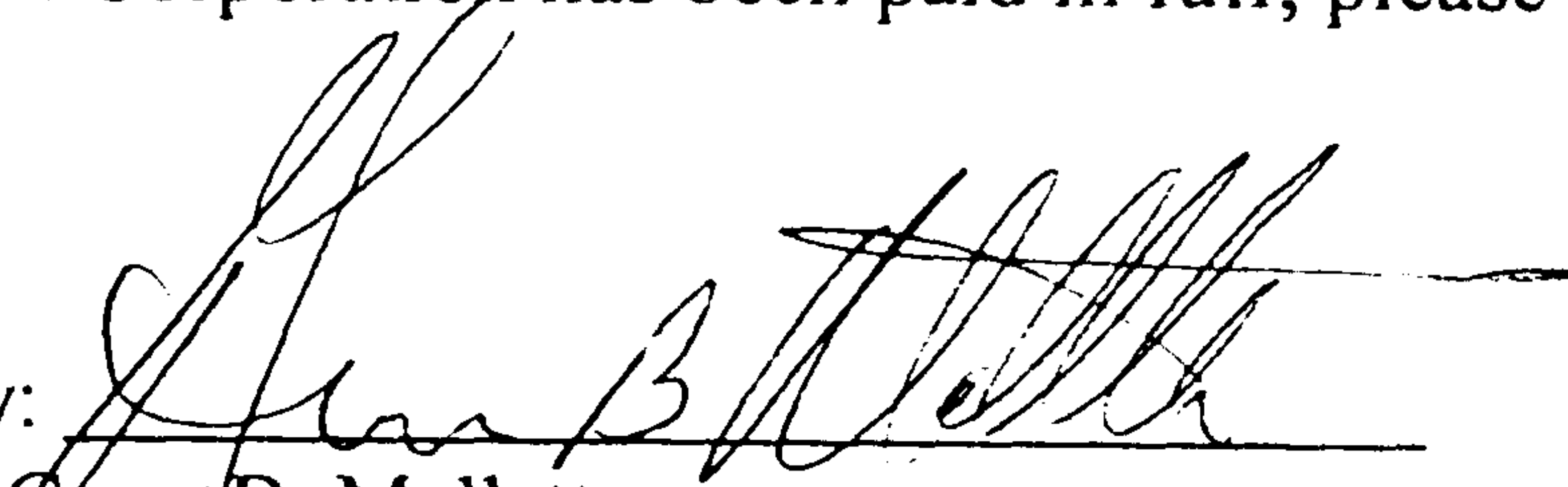
in the total amount of **Eight Thousand Nine Hundred Twenty and 31/100 Dollars (\$8,920.31).**

This amount represents the balance due from **American Land Development Corporation**, the owner, contractor or subcontractor on the above-referenced project for soil testing and engineering services that went into, and were actually used in said improvements.

Attached hereto are copies of the invoices for these services. This notice of an "unpaid balance" lien is given pursuant to Code of Alabama (1975), §§ 35-11-210, 35-11-218.

If you contend that American Land Development Corporation has been paid in full, please contact me immediately at the above-number.

By:

  
Greer B. Mallette  
Attorney for Birmingham Engineering and  
Construction Consultants, Inc..

OF COUNSEL:

CHRISTIAN & SMALL LLP  
ATTORNEYS AND COUNSELORS  
505 20TH STREET NORTH - SUITE 1800  
BIRMINGHAM AL 35203-2696  
(205) 795-6588

Enclosures

cc: Lisa Morrison, Birmingham Engineering and Co  
Michael R. Lunsford, Esq.

5802 2260 0000 4633 7085

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> ®	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To Tanglewood Corporation c/o Rebecca B. Harris Street, Apt. No., or PO Box No. 100 First Alabama Bank Dr., SteA City, State, ZIP+4 Pelham, AL 35124-1332	
PS Form 3800, June 2002 See Reverse for Instructions	





BECC

Birmingham Engineering &  
Construction Consultants, Inc.

360 Industrial Lane  
Birmingham, AL 35211  
Tel: (205) 941-1119 Fax: (205) 941-1198

Client Statement

Printed on: 5/8/06

Page 1 of 1

Ms. Susie Dowling  
American Land Development  
33 Inverness Center Parkway  
Suite 100  
Hoover AL 35242

20060612000278080 9/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/12/2006 03:00:38PM FILED/CERT

INVOICEDATE

1/1/02 to 5/8/06

Inv Num	Inv Date	Bill Amt	Pay Date	Amt Paid	Inv Balance	Late Fee	Late Fee Paid
---------	----------	----------	----------	----------	-------------	----------	---------------

Client ID: AMERICAN

Project ID: R1-4073: Old Cahaba Phase V - 000065

23031	1/31/06	\$4,145.00		\$0.00	\$4,145.00	\$0.00	\$0.00
23091	2/28/06	\$3,175.31		\$0.00	\$3,175.31	\$0.00	\$0.00
→ 23135	3/31/06	\$1,600.00		\$0.00	\$1,600.00	\$0.00	\$0.00
					<u>\$8,920.31</u>	<u>\$0.00</u>	<u>\$0.00</u>

Old Cahaba Phase V - 000065

Project Balance:

\$ 8,920.31

Project ID: R1-5026: Weatherstone

23028	1/31/06	\$127.50		\$0.00	\$127.50	\$0.00	\$0.00
23138	3/31/06	\$3,050.00		\$0.00	\$3,050.00	\$0.00	\$0.00
					<u>\$3,177.50</u>	<u>\$0.00</u>	<u>\$0.00</u>

Weatherstone

Project Balance:

\$ 3,177.50

\$12,097.81

\$0.00

\$0.00

Client Balance:

\$ 12,097.81

Thank you for your business

Invoices not paid in full 30 days from date of invoice are subject to a finance charge of 1-1/2 % per month on the unpaid balances.

Any additional backup required will be charged at \$50.00 per invoice.

BECC invoices will only be adjusted within ten (10) days of date of invoice.

No inquiry within that time-frame constitutes your acceptance of our bill for service.