20080222000073160 1/2 $14.00
Shelby Cnty Judge of Probate,AL
02/22/2008 02:56:26PM FILED/CERT

STATE OF ALABAMA)
:
SHELBY COUNTY)

This instrument prepared by
Frank C. Galloway III
Galloway & Somerville, LLC
11 Oak Street
Birmingham, AL 35213

**IN THE PROBATE COURT OF
SHELBY COUNTY, ALABAMA**

NOTICE OF LIS PENDENS

Notice is hereby given that on the 25th day of January, 2008, a Complaint was filed by the undersigned in the Circuit Court of Shelby County, Alabama, Case No. CV-08-900075 and that the following are the names of all of the parties to said suit:

**IN THE CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA**

FAITH D. HARRIS,)
)
Plaintiff,)
)
v.) Case No. CV 08-900075
)
REGIONS BANK, N.A. and FICTITIOUS)
DEFENDANTS A, B, C, and D,)
)
Defendants.)

Notice is hereby given that on 25th day of January, 2008, plaintiff Faith D. Harris (referred to hereinafter as "Plaintiff") filed a complaint in the Circuit Court of Shelby County, Alabama, (the "Complaint") against defendant Regions Bank, N.A. ("Regions"), a national bank doing business in Shelby County, Alabama. In the Complaint, Plaintiff alleges among other things, the following:

1. The real property which is the subject matter of this lawsuit is that property located in Shelby County, Alabama which is more particularly described as:

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Lot 28, according to the Survey of Habersham Place, as recorded in Map Book 37, Pages 1-A and 1-B, in the Probate Court of Shelby County, Alabama (the "Property)

2. There is a dispute between Plaintiff and Regions (as well as the Fictitious Defendants) as to whether Plaintiff has clear title to the Property.

3. Plaintiff entered into a contract to buy the Property from J. Elliott Corp. ("J. Elliott") on February 8, 2006 whereby J. Elliott agreed to build to build a house on the Property (the "Contract"). On May 22, 2006 Regions lent J. Elliot $112,000 secured by a mortgage on the Property. On July 24, 2006 Regions entered into a new mortgage loan agreement with J. Elliott whereby it loaned J. Elliott up to $396,000. As part of the new mortgage loan, J. Elliott executed a new mortgage to Regions Bank to secure the second loan. The initial loan was paid in full and released as the debt it secured was satisfied. Regions had personal knowledge of the existence of the Contract prior to both making the second loan and accepting the second mortgage.

4. On January 22, 2008, pursuant to the Contract, Plaintiff purchased the Property from J. Elliott. Plaintiff has been informed by a Regions representative that Regions deems the second mortgage to be superior in right and priority to Plaintiff's interest in the Property, and that Regions may soon begin foreclosure proceedings on the second mortgage #2, notwithstanding the fact that Regions knew of the existence of the Contract prior to making said loan and accepting the second mortgage.

Done this 22nd day of February, 2008.

Frank C. Galloway III

Frank C. Galloway III
Attorney for Plaintiff