

STATEMENT AND NOTICE OF MECHANIC'S LIEN

STATE OF ALABAMA :

JEFFERSON COUNTY :

Brown Lumber & Building Supply, Inc. files this statement in writing, verified by the oath of John R. Frawley, Jr., who has personal knowledge of the facts herein set forth:

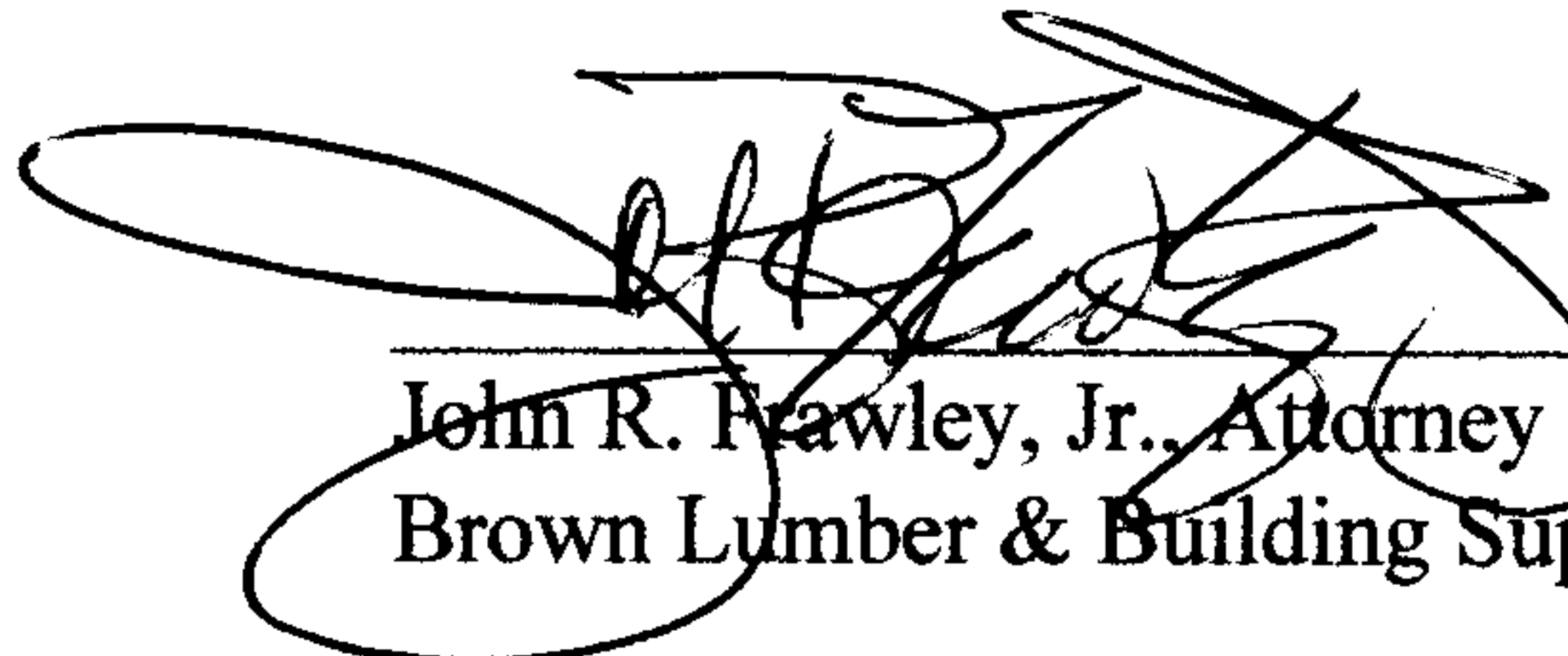
That said Brown Lumber & Building Supply, Inc. claims a lien upon the following property situated in Shelby County, Alabama, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

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

The said lien is claimed to secure an indebtedness of Thirty-Seven Thousand Three Hundred Forty-Seven Dollars and Eighty-Four Cents (\$37,347.84), with interest from to-wit: January 7, 2009, for building materials and services, furnished and used in connection with construction of the improvements on the above lands.

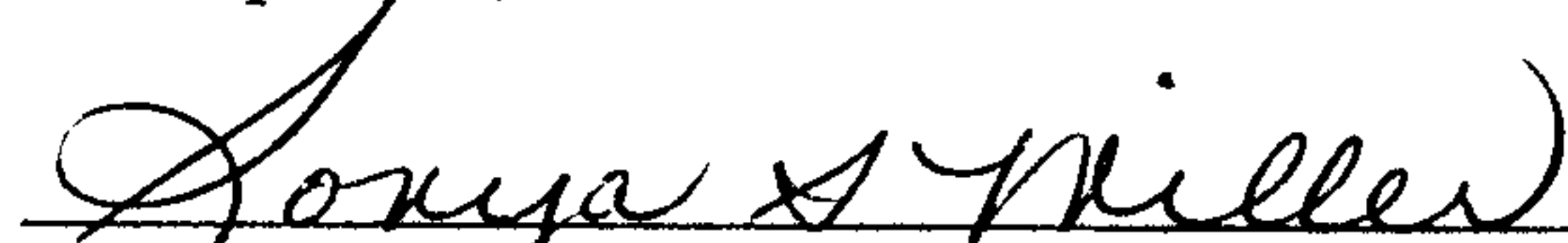
The name of the owners or proprietors of the said property is/are Matthew E. "Matt" Dorough and Ashlei O. Dorough.



John R. Frawley, Jr., Attorney for
Brown Lumber & Building Supply, Inc.

Before me, the undersigned authority in and for the County of Jefferson, State of Alabama, personally appeared John R. Frawley, Jr., Attorney for Brown Lumber & Building Supply, Inc., who being by me first duly sworn, deposes and says 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.

Sworn to and subscribed to before me on April 29, 2009.



NOTARY PUBLIC
My commission expires: 4/28/10

PREPARED BY:
John R. Frawley, Jr., Atty
P. O. Box 101493
Irondale, AL 35210
Account No. 8427614

*This instrument was prepared by Hugh C. Harris of the Law Firm of Bland, Harris & McClellan, P.C.
405 2nd Avenue, SW, Cullman, Alabama 35055*

STATE OF ALABAMA,

HEIR'S DEED

SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Ten Dollars, to the undersigned Grantor in hand paid by the Grantees herein, the receipt whereof is acknowledged, I, **NIVA M. DOROUGH** (herein referred to as Grantor) do grant, bargain, sell and convey unto **MATTHEW E. DOROUGH** and wife, **ASHLEI O. DOROUGH** (herein referred to as Grantees), their heirs and assigns, in fee simple, as joint tenants with right of survivorship together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama, to-wit:

Part of the SE ¼ of the SE ¼ of Section 33, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

From an existing 1" solid bar being the locally accepted SW corner of said SE ¼ of SE ¼ of said Section 33, run in an easterly direction along the south line of said section for a distance of 24.39 feet; thence turn an angle to the left of 90°06'22" and run in a northerly direction for a distance of 9.57 feet to an existing iron rebar set by Weygand and being the point of beginning; thence continue in a northerly direction along last mentioned course for a distance of 522.72 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 90° and run in an easterly direction for a distance of 250.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 90° and run in a southerly direction for a distance of 522.72 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 90° and run in a westerly direction for a distance of 250.0 feet, more or less, to the point of beginning. Containing 3.0 acres, more or less.

SUBJECT TO a 20-foot wide easement of ingress, egress and utilities, said easement lying 10 feet on either side of a centerline, said centerline being more particularly described as follows:

Part of the SE ¼ of SE ¼ of Section 33, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

From an existing 1" solid bar being the locally accepted SW corner of said SE ¼ of SE ¼ of said Section 33, run in an easterly direction along the south line of said ¼ - ¼ section for a distance of 24.39 feet; thence turn an angle to the left of 90°06'22" and run in a northerly direction for a distance of 522.29 feet to the point of beginning; thence turn an angle to the left of 90° and run in a westerly direction for a distance of 10.01 feet; thence turn an angle to the right of 90°04'01" and run in a northerly direction for a distance of 529.01 feet; thence turn an angle to the left of 47°37'17" and run in a northwesterly direction for a distance of 30 feet, more or less, to a point in the center of Lime Rock Road (a private road).

ALSO, an easement for ingress, egress and utilities from the county road to the above-described easement by way of a private road commonly referred to as Lime Rock Road.

The Grantor, Niva M. Dorough, is the only heir at law of James Byron Moore, date of death: June 20, 1997, and Bertha May Blankenship Moore, date of death: April 18, 2003, who were man and wife. No administration was had for the estates of James Byron Moore and Bertha May Blankenship Moore, there being no outstanding debts or obligations at the time of their death.

TO HAVE AND TO HOLD Unto the said Grantees, their heirs and assigns, forever.

And we do for ourselves and for our heirs, executors and administrators covenant with the said Grantee, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall

