

NOTICE OF CLAIM OF ATTORNEY'S LIEN

(Equitable Lien)

\$5,800.00

Birmingham, Alabama

November 28, 2017

78 FOWLER LN: "LOTS 2, ACCORDING TO THE MAP OF THE 1974 ADDITION TO SHELBY SHORES, PHASE II, AS RECORDED IN MAP BOOK 6, PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA."

Pursuant to *Alabama Code* § 34-3-61, *et. seq.*, attorneys shall have a lien on all papers and money of their clients in their possession for services rendered to them, in reference thereto, and may retain such papers until the claims are satisfied, and may apply such money to the satisfaction of the claims. In addition to a retaining lien, a charging (or equitable) lien may also be placed on any property, or divisible funds which relate to the institution of a particular action. A lien for fees pertaining to services rendered in a particular legal matter may be enforced in the instant matter or, in a separate lawsuit commenced by the attorney against the client.

This Attorney's Lien is not the result of commencement of a civil action, but rather, is contractual per the Attorney/Client Agreement in an effort to avoid having to pursue litigation by simply providing other interested and responsible persons notice that the attorney claims an equitable interest in any *non-exempt* property, funds, or settlement proceeds held, in possession of, or due **CANDICE DANIELS HAMMICK** (hereinafter sometimes referred to as the "client" "debtor") now or in the future until such time as the lien is satisfied in full.

On June 20, 2017, per the Attorney/Client Employment Contract between David Lee Hubbard/Hubbard Law Firm, LLC and client, a Lien securing \$25,000.00 as anticipated attorney fees and expenses for providing legal representation concerning client's several legal matters was recorded on August 1, 2017 (No.: 20170801000276280), in the Office of the Judge of Probate of Shelby County. Legal services for client ended September 16, 2017, and the remaining balance due is \$5,800.00. As such, per the Attorney/Client Employment Contract and Attorney Lien, same lien is accordingly reduced from \$25,000.00 to \$5,800.00 for legal services rendered.

The instant property subject to the attorney lien, 6134 EAGLE POINTE CIRCLE, is among the several marital properties due to be sold per a California Divorce Order. The holder of Lien No.: 20170801000276280 understands that pursuant to authority granted by an Order issued by a California Court, **HUNTER HAMMICK** is solely responsible for selling all marital properties relative to the dissolution of the marriage between Hunter Hammick and Candice Hammick.

The holder further understands from Hunter Hammick, that 6134 EAGLE POINTE CIRCLE is anticipated to sale, however, same property is likely to sale for an amount insufficient to satisfy the lien and all costs to close. Having considered the request of Hunter Hammick with respect to releasing the subject lien to allow the property to proceed to sale, the holder has agreed, and Hunter Hammick accepts, to release the subject lien and to instead attach same lien to the properties situated in Shelby County at 78 FOWLER LN and 2024 EAGLE CREEK CIR.

Accordingly, **PLEASE TAKE NOTICE** that the said attorney, **DAVID LEE HUBBARD**, hereby claims an Equitable Attorney Lien in the amount of **\$5,800.00** for unpaid litigation fees, time, and expenses incurred for the benefit of Candice Hammick and advanced by Attorney beginning June 20, 2017 to September 16, 2017, on the following **78 FOWLER LN** property:

LOTS 2, ACCORDING TO THE MAP OF THE 1974 ADDITION TO SHELBY SHORES, PHASE II, AS RECORDED IN MAP BOOK 6, PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Dated:

11/28/2017

DAVID LEE HUBBARD (HUB018)

Ala. State Bar No.: ASB-7044-V68H

Hubbard Law Firm, LLC

