

State of ALABAMA

MECHANIC'S LIEN

20250113000011990 1/4 \$31.00
Shelby Cnty Judge of Probate, AL
01/13/2025 01:27:31 PM FILED/CERT

STATE OF ALABAMA
COUNTY OF Shelby

Notice is hereby given that this Mechanic's Lien, this "Lien", is filed as of the 2nd day of January 2025, by Mary Ann Sartain with Ready Restoration located at 100 Corporate Woods Circle Alabaster AL 35007. Ready Restoration claims a construction lien in sum of \$3970.55 for labor, services, materials, and/or equipment furnished for improvement to certain real property owned by **Kimberly Cunningham/OPENDOOR PROPERTY TRUST** collectively, the "Owner"), located at **2052 Kensington Ct Calera, AL 35040** within Shelby County, and with the legal description:

KENSINGTON PLACE PH 1 SEC 1
Book:37
Page:147
Lot:14
Acreage:0.171
Section:34
Township:21S
Range:02W

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

The Claimant and (Check one) ☒ the Owner ☐ Other: entered into a contract on June 19, 2024(☒ attached hereto as Exhibit A) whereby the Claimant provided the following labor, services, materials and/or equipment at the Property performed restoration services per the insurance estimate for the total amount of \$7527.33.

The first day of the Work on the Property by the Claimant was 08/06/2024. The last day of the Work on the Property by the Claimant was 08/06/2024

As of the Effective Date, the Claimant has: (Check one)

- ☐ NOT received any payment.
☒ Received payment of \$3556.78.

The total balance of \$3,970.55 after deducting all just credits and offsets is still due to the Claimant as of the Effective Date.

Notice of Lien (Check one)

- ☐ Not applicable
☒ Notice of Lien was given to the Owner on 10/22/2024 a copy of which is attached hereto as Exhibit B.

The Owner has failed to pay the Balance Due despite demands and requests for payment. Accordingly, the Claimant declares that claim amount of \$3,970.55 is justly due to the Claimant.

The Claimant declares that the contents of this Lien are true and correct to the best of his or her knowledge.

Subscribed and sworn to as of the Effective Date.



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A handwritten signature in black ink, appearing to read 'Kiefer Gingles'.

Claimant Signature

Kiefer Gingles

Claimant Full Name

NOTARY ACKNOWLEDGMENT

State of ALABAMA

At Large

The foregoing instrument was acknowledged before me this 2nd day of January 2025, by the undersigned, Kiefer Gingles, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

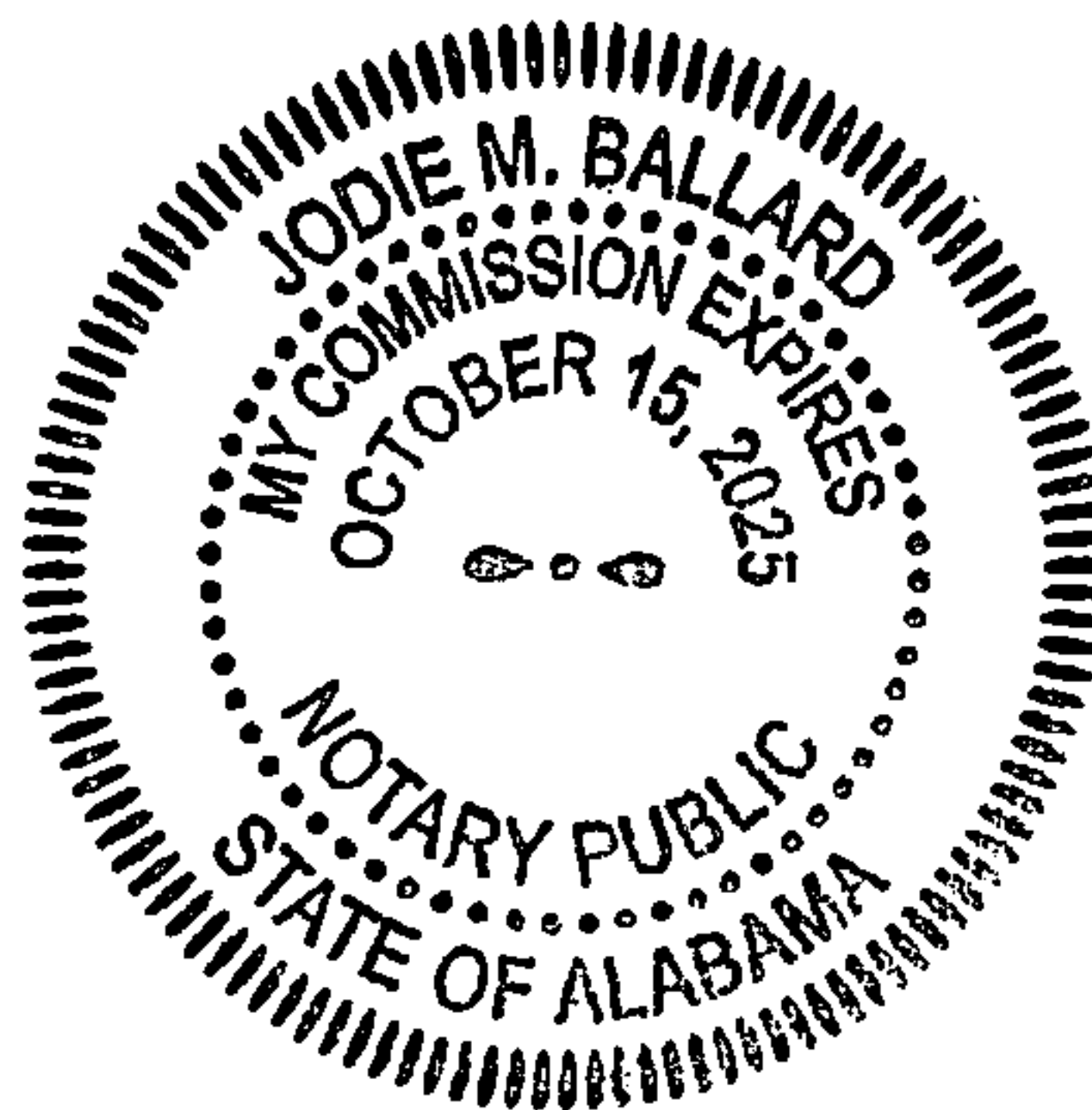
A handwritten signature in black ink, appearing to read 'Jodie M. Ballard'.

Signature

Jodie Ballard

Notary Public

My Commission Expires: 10/15/25



WORK AUTHORIZATION

20250113000011990 3/4 \$31.00
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We authorize Ready Restoration Inc. of Shelby County., herein-after- referred to as Contractor, to make repairs to our property at the address below, damaged by Water on or about June 18, 2024, the "Terms and Conditions" on the next page are a part of this authorization.

We agree that the total cost of the work will be in accordance with any original, insurance-approved, and/or supplemental estimates prepared by Contractor or homeowner's insurance company, plus any change orders approved by Owner and Contractor.

This work authorization, along with all approved estimates, supplemental estimates and change orders shall constitute the contractual obligations of the Owner and Contractor.

We understand that Contractor has no connection with our insurance company or its adjuster and that we alone have the authority to authorize Contractor to make said repairs.

We agree that any portion of work, such as deductibles, betterment, depreciation, or additional work requested by us, not covered by insurance, must be paid by us on or before completion.

We understand that any work approved by our insurance company and the respective amounts approved for said work, will be the full scope and pricing charged by Contractor. We also understand that any work approved by the insurance company and chosen not to be performed by the homeowner will be subject to a 20% fee. This percent is of the total approved amount and will be due immediately upon cancellation of this binding contract.

Our insurance company is Universal and we authorize them to pay all proceeds due Contractor payable under our policy directly to Contractor and any mortgage company named. If our names are included on the payment, we agree to promptly endorse said payment to Mortgage Company or into an escrow account in a bank acceptable to Contractor, for disbursement by a series of draws as follows:

The full amount covered by the insurance company, or portion billed by us, Ready Restoration Inc, plus any portion of the homeowner's deductible not previously collected.

We agree that any payments not made in accordance with this schedule shall be considered delinquent after ten days and agree to pay interest thereon at 1% per month until paid.

We understand that there is no guarantee for coverage by the insurance company, and in the event that there is no coverage, the homeowner will be responsible for paying, in full, the total for any work already completed. At that point, it will be the homeowner's decision whether or not to proceed any further with the repairs.

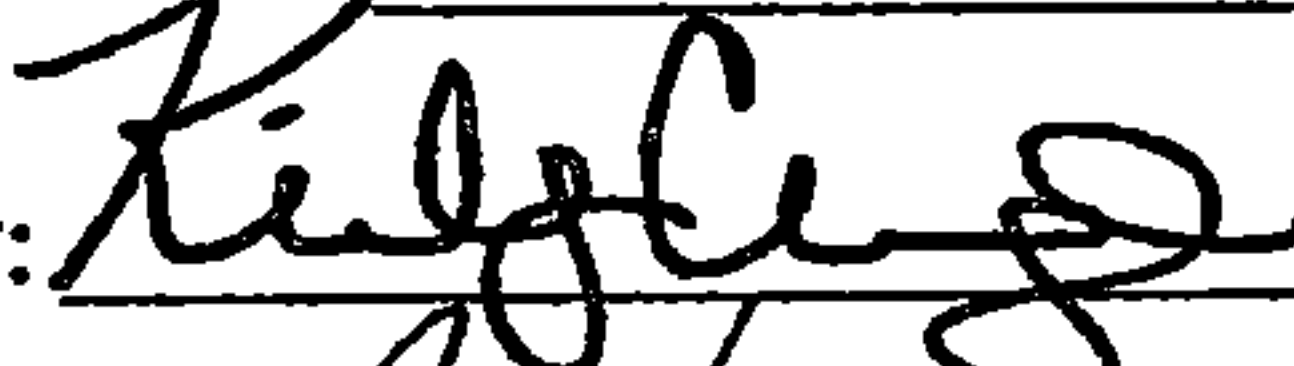
If no portion of the rebuild is being performed by Ready Restoration, and the we supply the estimate for the insurance company, a fee of 7.5% of the approved RCV will be due to the contractor within 14-days of approval.

Due to the nature of the work no completion date is specified. No verbal agreements are binding on Contractor.

Signed on: June 19, 2024

Owner's Name: Kimberly Cunningham Phone #: (205) 705-9218

Loss Address: 2052 Kensington Ct. Calera, AL 35040

Owner: 

Contractor: 



READY RESTORATION
Mold • Fire • Water • Storm

100 Corporate Woods Cir Alabaster, AL 35007



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October 22, 2024

Kimberly Cunningham
2052 Kensington Ct
Calera, AL 35040

We have attempted to contact you several times about your debt. **You are in violation of our signed agreement.** If we do not receive payment in full (\$3970.55) by November 4, 2024 we will file a lien on the property referenced above. Please call us to arrange payment. 205-787-0393.

Thank you,

Ready Restoration