

**TITLE INSURANCE COMMITMENT**

BY

***Stewart Title Guaranty Company***

**SCHEDULE A**

1. Commitment Date: **March 10, 2008, 08:00 am**
2. Policy (or Policies) to be issued: Policy Amount
  - a. Owner's Policy  
Proposed Insured: **Any Purchaser**
  - b. Loan Policy  
Proposed Insured: **Any Mortgagee, its successors and/or assigns as their respective interest may appear.**
  - c. Proposed Insured:
3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by **Jason Parks, by Deed dated 10/12/2005, filed 11/01/2002 and recorded in instrument No. 200515/307.**
4. The land referred to in the Commitment is described as follows:  
**Lot 1-A, according to the Resurvey of Lots 1 and 2, Kikers Addition to Vestavia Hills, as recorded in Map Book 179, Page 62, in the Office of the Judge of Probate of Jefferson County, Alabama.**

Countersigned  
Reli, Inc.

By *Renea Edwards*

## TITLE INSURANCE COMMITMENT

BY

*Stewart Title Guaranty Company*

## SCHEDULE B - SECTION I

## REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  1. **This commitment is for Informational Purposes Only and we assume liability hereunder only after receiving the proper names of the purchaser(s) and an accurate purchase price.**
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. NOTICE TO CLOSING AGENT: If you are closing a loan required herein based on an Equity Line Mortgage Pay-Off Letter, you must determine that the account is frozen and no further advances will be made. You must have a release in hand or adequate assurances that the release is immediately forthcoming. We will require a copy of the release or your assurance that the release is forthcoming.
  1. **Our search found no open mortgage of record regarding subject property. We require that the owner of said property confirm the findings of our search of the Probate Record, attesting that there are no such encumbrances not of record and holding harmless/indemnifying Reli, Inc. against any loss and/or claim incurred by the existence of any such encumbrance not attested to in said affidavit. If any such mortgage was released within one year of the effective date of this commitment, the closing agent will make reasonable effort to verify the lender in said mortgage/lien received full payment of same. Please, include satisfactory documentation of your efforts with your closing package.**
  2. **In Mechanic's Lien recorded in Land Record 200613, Page 15381, appears notice of lien against this property in favor of Sherman Industries, Inc., for the amount of \$7,099.20, with interest from 06/08/2006. We will require this claim to be paid in full and the records of said Mechanic's Lien properly satisfied and any suit filed in connection therewith dismissed.**
  3. **In Mechanic's Lien recorded in Land Record 200614, page 14803, appears notice of lien against this property in favor of About Investment Contractors, for the amount of \$23,314.66, with interest from 06/28/2006. We will require this claim to be paid in full and the records of said Mechanic's Lien properly satisfied and any suit filed in connection therewith dismissed.**

4. **In Mechanic's Lien recorded in Land Record 200704, Page 14443, appears notice of lien against this property in favor of Charter Fires Systems, Inc., for the amount of \$500.00, with interest from 03/09/2007. We will require this claim to be paid in full and the records of said Mechanic's Lien properly satisfied and any suit filed in connection therewith dismissed.**
5. **We will require a statement from the Homeowner's Association stating that there are no unpaid dues, if any.**
6. **We require that our office be furnished with a statement from the Jefferson County Sewer Service stating that there are no unpaid Sewer Service Charges due for subject property and that there are no recorded and/or unrecorded liens against subject property. Failure to provide such statement will result in an exception to the policies to be issued herein for any loss and/or claim arising from unpaid sewer service charges or unsatisfied sewer liens.**
7. **We will require a statement from the City Clerk of Vestavia Hills, AL, stating that there are no unpaid municipal improvement assessments.**
8. **NOTE: All papers are to be filed in the Birmingham Division of Jefferson County, Alabama.**
9. **Taxes have been Sold to the State for the year(s) of 2006. Parcel Id. No. 39-01-1-001-023.004. Unit # 20-3588-AJ. We require redemption from the State of Alabama and payment in full of all due and delinquent taxes through the current tax year. The above tax information has been based on the present tax evaluation in the tax assessor's office but is subject to any adjustment that may be made by either the Tax Assessor or the Board of Equalization of Jefferson County, Alabama. This is for information only and is not an audited amount. The property owner remains responsible for all taxes regardless of the accuracy or inaccuracy of these numbers and title company accepts no responsibility for payment of taxes.**
10. **Taxes are due and delinquent for the year 2007, plus interest and penalties. Parcel Id No. 39-01-1-001-023.004. Unit # 20-3588-AJ. The tax information has been based on the present tax evaluation in the tax assessor's office but is subject to any adjustment that may be made by either the Tax Assessor or the Board of Equalization of Jefferson County, Alabama. This is for information only and is not an audited amount. The property owner remains responsible for all taxes regardless of the accuracy or inaccuracy of these numbers and title company accepts no responsibility for payment of taxes.**

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BY

*Stewart Title Guaranty Company*

## SCHEDULE B - SECTION II

## EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

The Policy or Policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims thereof, which are not shown by the public records.
3. Discrepancies, overlaps, conflicts in boundary lines, shortage in area, encroachments, and any facts which an accurate survey and inspection of the premises would disclose.
4. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. The policy does not insure against any reappraisal, assessed value adjustment, and/or escape taxes which may become due by virtue of any action of the Office of the Tax Assessor, The Office of the Tax Collector, and/or the Board of Equalization.
7. The lien of Ad Valorem taxes for the year 2008, and subsequent years. 2008 taxes are a lien but neither due nor payable until October 1, 2008.
8. Municipal improvements, taxes, assessments and fire district dues against subject property, if any.
9. Building lines, right of ways, easements, restrictions, reservations and conditions, if any.
10. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights.
11. Easements and building lines as shown on recorded map(s).

# INVOICE

Invoice #: 74781  
Invoice Date: 04/09/2008  
File Number: TS0800587

**To:**

Granger Thagard & Associates, Inc  
1806 Oxmoor Road  
Birmingham, AL 35209

**From:**

Reli, Inc.  
3595 Grandview Parkway Suite 600  
Birmingham, AL 35243  
205-970-2200

Description	Amount	Qty	Total
Search and Exam Fee	\$125.00	1	\$125.00
Any Purchaser 2414 Monte Vista Dr. Vestavia Hills, AL 35216 Jefferson County		Subtotal	\$125.00
Ordered By: Granger Thagard & Associates, Inc 1806 Oxmoor Road Birmingham, AL 35209			
		Grand Total	\$125.00

Please Remit To:


Reli, Inc.  
3595 Grandview Parkway Suite 600  
Birmingham, AL 35243  
205-970-2200

*Thank you!*



COUNTY OF JEFFERSON )  
STATE OF ALABAMA )

This instrument prepared by:  
Chesley P. Payne  
Massey, Stotser & Nichols, P.C.,  
1780 Gadsden Highway  
Birmingham, Al., 35235  
(205) 836-4586

  
20060810001028610 1/1  
Bk: LR200613 Pg: 15381  
Jefferson County, Alabama  
I certify this instrument filed on:  
08/10/2006 03:20:38 PM LN  
Judge of Probate- Mark Gaines

VERIFIED STATEMENT OF LIEN

Sherman Industries, Inc. files this statement in writing, verified by the oath of Kay Boosa, Credit Manager for Sherman Industries, Inc., who has personal knowledge of the facts herein set forth:

That Sherman Industries, Inc., claims a lien upon the following property situated in Jefferson County, Alabama, to wit:

Lot 1-A, according to a Resurvey of Lots 1 and 2, Kikers Addition to Vestavia Hills as recorded in Map Book 179, Page 62, in the Probate Office of Jefferson County, Alabama.

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

That said lien is claimed to secure an indebtedness of Seven Thousand Ninety-Nine and 20/100 Dollars (\$7,099.20), with interest from, to wit, June 8, 2006, for work, labor and materials furnished to About Investments, Inc., in the construction and erection improvements on the hereinabove described real property, plus interest and attorney's fees if applicable.

The said real property known is owned by Jason Parks and whose address is 116 Terry Coleman St., Fairfield, AL 35064.

  
Kay Boosa, Credit Manager  
for Sherman Industries, Inc.

Before me, Debra S. Robertson, a notary public in and for the county of Jefferson, State of Alabama, personally appeared, Kay Boosa, Credit Manager for Sherman Industries, Inc. who being duly sworn, doth depose and say: That 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 her knowledge and belief.

Sworn to and subscribed before me on this the 1 day of August, 2006.

  
NOTARY PUBLIC  
My Commission Expires: 4/21/10

20060810001028610 1/1  
Bk: LR200613 Pg: 15381  
Jefferson County, Alabama  
08/10/2006 03:20:38 PM LN  
Fee - \$4.50

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Total of Fees and Taxes-\$4.50  
ARYG

Title 5 LLC - Unofficial Copy

20060830001147980 1/1  
Bk: LR200614 Pg: 14803  
Jefferson County, Alabama  
I certify this instrument filed on  
08/30/2006 10:04:22 AM LN  
Judge of Probate- Mark Gaines

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

About Investment Contractors files this statement in writing, verified by the oath of Wesley Smith, who has personal knowledge of the facts herein set forth:

That said About Investment Contractors claims a lien upon the following property situation in Jefferson County, Alabama, located at:

2414 Monte Vista Drive, Vestavia, Alabama 35216,  
further described as Lot 1-A in the resurveys of Lots 1  
and 2 Kiker's Addition to Vestavia, Map Book 179,  
Page 62.

This lien is claimed to secure an indebtedness of \$23,314.66, with interest, from the 28<sup>th</sup> day of June, 2006 for work performed and materials provided in the construction of the home located at the property described above.

The name of the owner of said property is Mr. Jason Parks.

About Investment Contractors

By: [Signature]  
Wesley Smith

Before me, Phyllis M. Giles, a notary public in and for the county of Jefferson State of Alabama, personally appeared Wesley Smith, who being duly sworn, doth depose and say that he 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 knowledge and belief.

[Signature]  
Affiant

Subscribed and sworn to before me on this the 18<sup>th</sup> day of August, 2006, by said affiant.

[Signature]  
Notary Public

20060830001147980 1/1  
Bk: LR200614 Pg: 14803  
Jefferson County, Alabama  
08/30/2006 10:04:22 AM LN  
Fee - \$4.50

Total of Fees and Taxes-\$4.50  
LASHUNTA

Title 5 Unofficial Copy



20070309000388060 1/2  
 Bk: LR200704 Pg: 14443  
 Jefferson County, Alabama  
 I certify this instrument filed on:  
 03/09/2007 04:06:52 PM LN  
 Judge of Probate- Alan L. King

**CHARTER FIRE SYSTEMS, INC.**

255 Riverchase Parkway East, Suite F  
 Birmingham, AL 35244  
 205-982-3301

205-982-3303 FAX charterfire@bellsouth.net

1790  
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 20

**§ 35-11-213. Verified statement – Duty to file; contents; form.**

It shall be the duty of every person entitled to such lien to file in the office of the judge of probate of the county in which the property upon which the lien is sought to be established is situated, a statement in writing, verified by the oath of the person claiming the lien, or of some other person having knowledge of the facts, containing the amount of the demand secured by the lien, after all just credits have been given, a description of the property on which the lien is claimed in such a manner that same may be located or identified, a description by house number, name of street, and name of city or town being a sufficient description where the property is located in a city or town, and the name of the owner or proprietor thereof; but no error in the amount of the demand or in the name of the owner or proprietor, shall affect the lien. Unless such statement is so filed the lien shall be lost. Said verified statement may be in the following form, which shall be deemed sufficient.

State of Alabama,

County of Jefferson

Charter Fires Systems, Inc. files this statement in writing, verified by the oath of Davey Pavey, who has personal knowledge of the facts herein set forth:

That said Charter Fire Systems, Inc. claims a lien upon the following property, situated in Jefferson county, Alabama, to wit: 2414 Monte Vista Drive Vestavia Hills, AL 35216

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

That said lien is claimed to secure an indebtedness of \$500.00 with interest, from to wit 9<sup>th</sup> day of March, 2007, for design and drawing for a fire sprinkler system to Dedrick Turner c/o Turner Custom Service 1313 Stone Hedge Drive Birmingham, AL 35235.

The name of the owner or proprietor of the said property is Jason Parks 2414 Monte Vista Drive Vestavia Hills, AL 35216

Shawn O'Brien

c/o Charter Fire Systems, Inc

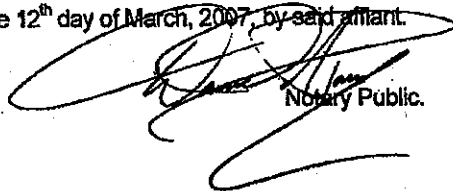
Claimant.

March 9, 2007

Before me, Davey Pavey, a notary public in and for the county of Shelby, State of Alabama, personally appeared Shawn O'Brien, who being duly sworn, doth depose and say: That he 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 my knowledge and belief.

Affiant.

Subscribed and sworn to be before me on this the 12<sup>th</sup> day of March, 2007, by said affiant.



Notary Public.

MY COMMISSION EXPIRES  
JULY 22, 2008

20070309000388060 2/2  
Bk: LR200704 Pg:14443  
Jefferson County, Alabama  
03/09/2007 04:06:52 PM LN  
Fee - \$7.00

Total of Fees and Taxes-\$7.00  
LYNN