

CANCELLED BY AUTHORITY, RECORDED IN BOOK

8 PAGE 44

THIS 15th DAY OF Jan, 1997

W.E. Davis

CHANCERY CLERK
W.E. Davis

BOOK 7 PAGE 717

NOTICE OF CONSTRUCTION LIEN

Amount of Lien:

\$5,927.75

CLAIMANT hereby gives notice to OWNER of property that a lien is claimed and asserted, under the LAWS OF THE STATE OF MISSISSIPPI, against the PROPERTY, and against all right, title and interest of owner therein, in the AMOUNT specified below, representing a debt owed, pursuant to a CONTRACT referred to below:

OWNER: Chris S. Malone
Kathy E. Malone
7315 Whitten Place Drive
Olive Branch, MS 38654

STATE OF MISSISSIPPI
DESOTO CO. CLERK

AUG 5 1 30 PM '96

BK 7 PG 717
W.E. DAVIS CH. CLK.

CLAIMANT: Dean Long
d/b/a Dean Long Construction Co.
3195 Oakleaf Cove
Olive Branch, MS 38654

PROPERTY: Lot 133, Section "G", Whitten Place Subdivision, as per plat recorded in Book 44, Page 37 in the Office of the Chancery Clerk of Desoto County, Mississippi
a/k/a 7315 Whitten Place Drive, Olive Branch, MS 38654

NATURE OF CLAIM
AND CONTRACT:

Construction Contract dated 9-15-95 for construction of single family residence, a copy of which is enclosed as Exhibit "A" to this Notice of Lien.

DESCRIPTION OF SERVICES,
DEBITS AND CREDITS:

General contracting for construction of single family residence.

Total Amount of Contract:	\$16,000.00
Additional Work:	\$ 785.45
Legal Fees (MCA 85-7-151)	\$ 300.00
Paid:	\$10,000.00
Credit for lumber	\$1,157.70
<u>Due:</u>	<u>\$5,927.75</u>

I, Dean Long, Claimant, make oath that the statements contained in the above Notice of Construction Lien are true and correct, that the amount claimed is due and payable, and that a copy of said notice has been mailed to OWNER, at his above address, by U.S. Mail, postage prepaid.

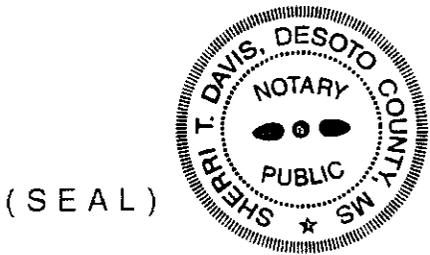
This the 31 day of July, 1996...

Dean Long
DEAN LONG
CLAIMANT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Sworn to and subscribed before me this the 31st day of July, 1996...

Sherry T. Davis
NOTARY PUBLIC



My Commission expires:

BOOK 7 PAGE 719

Prepared by,
and after recording return to,
the office of
Christian Goeldner
Attorney at Law
Professional Association
P.O. Box 1468
Southaven, MS 38671-1468
Tel. (601) 342-7700

CONSTRUCTION CONTRACT

BOOK

7 PAGE 720

This agreement made this 15th day of September, 1995 by and between CHRIS & KATHY MALONE, hereinafter called "Owner" and DEAN LONG, hereinafter called "Contractor", WITNESSETH:

1. The Contractor shall erect and build a substantial and workmanship manner, a dwelling house located in DESOTO County, Mississippi and being described as: LOT 133 WHITTEN PLACE

2. Contractor shall complete the house so that it is fit for occupation and remove all surplus materials and rubbish off the premises by 180 days, unless prevented by strikes, accidents, weather or other reasonable cause, in which case the time for completion will be extended for the unavoidable delay.

3. Contractor shall provide all materials and perform all of the work mentioned in the specification and provide all tools, scaffolding and appliances necessary for performance of work, and the contractor will supply duly qualified and experienced artisans, workmen and foremen to carry out the work.

4. Contractor shall obtain all necessary permits and comply with all governmental regulations in construction of the work.

5. The owner will pay to the Contractor for the construction of the house, a total of \$16,000.00 of which \$5000.00 will be paid in cash upon completion of foundation, \$5000.00 will be paid in cash upon framing inspection and the balance will be paid at final inspection and approval of the house. Payment for materials will be made by the 10th day of each month for the work for the preceding month.

6. At the request of the owner, Contractor will furnish evidence that all material and labor used in the construction of said house has been paid and will keep any liens from being filed against construction of the house.

7. Owner shall keep the house insured against loss by fire, windstorm, or other casualty by builders' risk insurance at the Owner's expense.

8. In the event the owner secures a loan to finance construction of the house all costs of securing the loan shall be at the owner's expense including preparation of any loan papers and the Contractor shall not be required to absorb any discount with the loan, it being understood that the Contractor will receive net for the construction of the house the sum of \$16,000.00 without discount to him.

9. In the event of dispute of differences arising between the parties in performance of this contract, the differences will be arbitrated and each party will select one arbitrator and the one selected will be final and accepted by both parties.

10. In the event the Contractor shall neglect or fail to prosecute the work with reasonable diligence or fail to perform this agreement as provided herein, the Owner at this election may take over the construction and employ others to complete work and in such case the contractor shall receive no further payment under this contract, until after the costs of completing the work shall be completed and any balance remaining after completion of construction shall be paid to the contractor. The owner shall not be authorized to take over the contract or construction of the house until after he has given the contractor written notice of any default in the performance of this agreement and given the Contractor at least 15 days in which to correct the default.

11. House to be constructed on LOT 133 WHITTEN PLACE
WITNESS OUR SIGNATURES THIS 15th DAY OF September, 1995

Don Long
Contractor

Chris S. Malone
Owner

Kathy E. Malone
Owner



CORDOVA FLOORS & INSULATION, INC.

P.O. Box 1387 • Cordova, Tennessee 38008
PHONE 901-756-0009

STATEMENT

ACCOUNT NO. 040651

STATEMENT DATE 06/25/96



CORDOVA FLOORS & INSULATION, INC.

P.O. Box 1387
Cordova, Tennessee 38008
Phone 901-756-0009

PLEASE SEND THIS STUB WITH YOUR REMITTANCE TO:
REAN LONG STATEMENT DATE 06/25/96

BOOK PLEASE LONG
2150 DAN LEAF DR
BELLMEAD, TN 38009

DATE	REFERENCE	CHARGES	CREDITS	BALANCE	REFERENCE	AMOUNT
06/25/96	MALONE	522.00		522.00	24599	522.00
0-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	BALANCE DUE	TOTAL AMOUNT DUE	522.00
.00	.00	522.00	.00	522.00		

CHECK ITEMS BEING PAID

D. LONG
CONST. N

Brick cleaning	200.00
Brick work	45.00
Flashing	-
Hinges (piano)	12.45