

NOTICE OF CONSTRUCTION LIEN

AGAINST THE LAND AND IMPROVEMENTS OF
WILLIAM STEWART AND WIFE, DIANA STEWART, OWNER, BY
MARY HARRIS, D.B.A. AZTEC HOUSE AND BUILDING MOVERS, LIEN HOLDER

MARY HARRIS, D.B.A. AZTEC HOUSE AND BUILDING MOVERS, gives notice of
a Construction Lien against the property of WILLIAM STEWART AND WIFE, DIANA
STEWART, under the provisions of §85-7-131 Miss. Code Ann. as follows:

1. The property subject to this lien is described as: 1.97 acres and 1 acre, more
or less, located in the Southeast quarter of section 36, Township 1 South, Lane 9 West,
DeSoto County Mississippi, tract more particularly described on the Exhibit A attached
hereto.
2. The lien holder is MARY HARRIS, D.B.A. AZTEC HOUSE AND BUILDING
MOVERS, whose address is 8376 Hwy 301 North, Walls, MS 38680.
3. The owner is WILLIAM STEWART AND WIFE, DIANA STEWART whose
address is 8424 Southaven Circle West, Southaven, MS 38671.
4. The amount of the lien is \$ 15,000.00, plus interest and attorney's fees as
provided for in Sections 11-53-81 and 85-7-151 Miss. Code Ann. (1972 as amended).
5. The lien holder made and entered into a written contract, a copy of which is
attached to Exhibit B, with the owner to provide labor and/or materials on the herein
described property and, in fact, did so. The basis for the claim is further set out in the
attached exhibits.
6. Suit for enforcement of this lien has not yet been commenced.

OFFICE OF DE SOTO CO. *BC*
FILED *MR*

DEC 21 4 39 PM '01

BK 10 PG 432
W.E. DAVIS CH. CLK.

This the ²¹18 day of December, 2001.

C BK 10 PG 633

MARY HARRIS, D.B.A. AZTEC HOUSE
AND BUILDING MOVERS

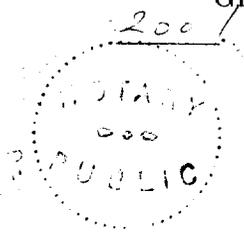
By: [Signature]

William A. Brown
Attorney for Lien Holder
Walker, Brown & Brown, P.A.
P.O. Box 276
Hernando, MS 38632
(662) 429-5277
(901) 521-9292

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named William A. Brown who acknowledged signing and delivering the above and foregoing Notice of Construction Lien on the day and date therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 21 day of December, 2001



[Signature]
Notary Public

My Commission Expires:
April 23 2004

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 9 WEST, SAID POINT BEING 1584.94 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION, ON THE CENTERLINE OF NAIL ROAD AND BEING MARKED WITH A P-K NAIL; THENCE CONTINUING SOUTH 88 DEGREES 31 MINUTES 15 SECONDS WEST ALONG SAID SECTION LINE AND CENTERLINE A DISTANCE OF 192.94 FEET TO A POINT MARKED WITH A P-K NAIL; THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS WEST A DISTANCE OF 446.64 FEET TO A POINT MARKED WITH AN IRON PIN AND BEING A POINT IN THE NORTH LINE OF THE ORIGINAL WILMA GILBERT 4 ACRES AS DESCRIBED IN BOOK 49 PAGE 138; THENCE NORTH 88 DEGREES 08 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 192.02 FEET TO A POINT; THENCE SOUTH 00 DEGREES 07 MINUTES 33 SECONDS EAST A DISTANCE OF 447.88 FEET TO THE POINT OF BEGINNING, CONTAINING 1.97 ACRES MORE OR LESS.

LESS AND EXCEPT THAT PROPERTY CONVEYED TO DESOTO COUNTY, MISSISSIPPI IN BOOK 50, PAGE 581.

INDEXING INSTRUCTIONS: THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH RANGE 9 WEST

AND

one acre in the Southeast quarter of Section 36, Township 1, Range 9, described as the east one acre of the west five acres of the south twenty acres of the east sixty acres of the South half of the southeast quarter of Section 36, Township 1, Range 9.

LESS AND EXCEPT THAT PROPERTY CONVEYED TO DESOTO COUNTY, MISSISSIPPI, AS RECORDED IN BOOK 50, PAGE 581.

Exhibit "A"

Aztec House and Building Movers
8378 Hwy 301 N.
Walls Ms. 38680

C BK 10 PG 635

662-781-9200
Fax 662-781-7879

Contract for Relocation of Structure

Aztec House and Building Movers, herein referred to as "Mover", agrees with William and Diana Stewart, herein referred to as "Owner", to relocate a structure located at 5489 Shady Grove Terr., Memphis TN, to the location known as Nail Rd. West of 301 Hwy, Walls Ms. for the total sum of Thirty Six Thousand Dollars(\$36,000.00). Payment is to be as follows:

- One Half (1/2) of the agreed upon sum upon signing of this contract (\$18,000.00)
- Delivery of structure (\$ 15,000.00)
- The remaining Balance of the contract upon setting of the structure before last beam is removed (\$3,000.00)

Another other costs are to be agreed to and described and attached in Addendum form.

Addendum's attached are as follows: _____

All payments due are to be made in the form of cash, cashiers checks or money orders. NO PERSONAL CHECKS WILL BE ACCEPTED.

Access to Sites

Owner agrees to provide access to the original location site of the structure that is to be relocated and to the site the structure is to be relocated to. The Movers will advise the Owner of any obstructions at both sites. The Owner then agrees to provide written permission from any and all landowners where the said structure is presently located and/or to the relocation site for the purpose of removal of trees, scrubs, fences, other structures, etc. presently obstructing or that will hamper the removal and the setting of the said structure that is to be relocated. It is then the Owners responsibility to have all obstructions removed from both sites for access, removal and setting of the structure.

Preparing Structure for Relocation

Mover agrees to remove brick from the said structure. Said brick will be left at the site of removal. Mover will not be responsible for removal of brick, blocks, or slab unless otherwise agreed upon and made part of this Agreement by way of an Addendum.

Sewer and water lines will be cut loose from the structure for transportation of the said structure. Said lines will be the responsibility of the Owner to replace and reconnect unless otherwise agreed upon and made part of this Agreement by way of an Addendum. Owner will be responsible for capping any sewer taps that may be required by local codes.

Electrical supply to the said structure will be removed by the Owner at the Owners expense and will be done prior to any preparation by the Mover to relocate the structure. Electrical supply connection to the said structure upon setting will be the responsibility of the Owner.

Gas or propane supply to the structure will be removed by the Owner and will be done prior to any preparation by the mover. Gas or propane supply to the said structure upon setting will be the responsibility of the Owner.

Condition of Structure

Condition of StructureC BK 10 PG 434

Mover will not be responsible for any rotted wood, termite damage or other structural damage of the said structure that the Mover may find and point out to the Owner. Upon preparation of the said structure for relocation if discovery of rotted wood, termite damage or other structural damage is observed by the Mover the Owner will be notified in writing and said written report will become a part of this Agreement by way of Addendum. If the Mover deems it necessary to repair said damage before transportation of the said structure then it will then be the responsibility of the Owner to have any needed repairs remedied before the transportation of the said structure. The structure will be moved in AS IS condition. The Mover will not be held responsible for further damage cause due to the failure of the Owner to repair any and all damage pointed out by the Mover as possible problems that are in the Addendum and made part of this Agreement.

Mover may make repairs for small areas of damage, not to exceed _____ (\$ _____), for transporting reasons at the expense of the Mover. The Owner will be made aware of such damage and said damage will be specified in an attached Addendum. Any and all damage repairs over the above stated amount will be the responsibility of the Owner. The Mover and Owner may contract for the Mover to make said larger repairs by way of an Addendum.

If said structure requires a large amount of silling there will be a Twenty Five Dollar and no/100 (\$25.00) per man-hour charge. Mover will make the Owner aware of said charges within _____ (_____) days of the situation being discovered. At that point the Mover and Owner will initial and fill in the following acknowledging said charge which is to be paid at the time the service is rendered.

The structure may incur glass breakage during the relocation due to vandalism and/or trees, limbs, etc. along roadways. Mover will take every precaution to prevent glass breakage during the transportation such as putting plywood over glass but, will not be held responsible for any replacement of any glass. Owner will be responsible for any and all glass breakage during removal, transportation, setting or vandalism of the said structure.

Storage

If the Mover deems removal of any doors, windows, trim, etc. is necessary for the transportation of the said structure then said removal will be the responsibility of the Mover. Storage of any and all items removed will be the responsibility of the Owner. Owner will be responsibility for said storage until renovation by the Mover

Inclement Weather

Mover will not be responsible for damages due to any act of God (rain, hail, wind, earthquake, etc.). Roofs will be covered after cutting. Mover will take precautions to protect all opened areas of the said structure. Mover will not be responsible for damaged sheet rock, woodwork or any other part of the said structure due to acts of God (rain, hail, wind, earthquake, etc.).

All parties agree and understand any time limits set out in this Contract are at the mercy of the weather. Furthermore, Mover and Owner may be forced to extend the time of the said relocation and their responsibilities.

If there is a delay due to weather all parties delayed will notify the other within Twenty-four (24) hours of any and all delays.

Foundations

C BK 10 PG 637

Foundation and preparation shall be the responsibility of the Owner. Mover will not be responsible for any concrete preparation at new location site unless otherwise specified in an Addendum to this Agreement. Footings must be free of any grade stakes or rebar as this will cause damage to tires on the trucks and trailers. If said damage is caused by the failure to remove any such items the Owner will be responsible for any and all repairs and or replacements at an additional charge. Said charge will be determined by the Mover providing Owner with two (2) quotes. The Owner will determine which of the quotes he will pay. Said payment will be made within twenty-four (24) hour of quotes being presented to the Owner.

Owner will need to make arrangements with any and all foundation contractors to have any and all foundations erected or any other concrete work done in a timely manner so as to not hamper the setting of the said structure.

Dirt Work

Any and all dirt work or site work needed for preparation of the new foundation or access to structure shall be responsibility of the Owner unless otherwise specified by way of an attached Addendum.

Any dirt work that is required to be done to the property where the said structure has been moved from is the responsibility of the Owner. (i.e....ruts, ditches, holes, tire marks, etc.)

Any dirt work that is required to be done to the property where the said structure has been moved after completion of the relocation is the responsibility of the Owner. (i.e....ruts, ditches, holes, tire marks, etc.)

Renovations

Owner shall be responsible for renovations of the said structure after relocation of the said structure.

Cracks may be incurred during transportation in stress points (above windows, doors, etc.). Shingles on the roof may be laid back or torn off due to trees and limbs in roadways. Repairs of these items will be the responsibility of the Owner.

Upon occasion the roof will need to be cut down for relocation of the said structure. Mover will be responsible for the preparation work on the said structure for this reason. Mover will do a rough tie in on the said structure to repair the structure. Owner will be responsible for the finish work incurred for transportation of the said structure. The same will apply if a room or if the structure has to be moved in sections.

Any work performed other than preparation and relocation of the said structure will be the sole responsibility of Owner. The Owner may contract with the Mover by way of an Addendum to this Agreement for any additional work to the said structure.

Equipment Rental

Owner may have up to 30 days use of Movers equipment after which time a rental fee of One Hundred Dollars and no/100 (\$100.00) per day will be charged. The Mover and Owner will fill in the date and initial below at the time such use starts.

Nov. 28, 2001 entered location

Owner will be responsible for any damage to the said equipment. Both parties will inspect said equipment at the time of return. Mover will notify the Owner of any said damage at the this time. Owner will be responsible for any and all repairs and or replacement of said equipment within five (5) days of the Mover providing two (2) written estimates. The Owner has the choice of which estimate he will pay.

Time

C BK 10 PG 438

~~Mover will begin preparation of the said structure for relocation on _____ at _____ (PM/AM). Owner is to have all preparations he is responsible for completed at least three (3) days prior to the above date so as the Mover can inspect both sites.~~

~~Mover is to complete this Agreement on or before _____ barring any inclement weather as described herein or any failure on the part of the Owner and any persons the Owner contracts to provide services to said structure or either site.~~

~~If the Owner incurs any delay in his responsibilities the Mover is to be notified immediately. The Mover will not be held responsible for any delays, including but not limited to the start date, cause by the failure of the Owner to perform his responsibilities or the failure of any other work, by any other party not being performed.~~

Time is of the essence.

Liability

The Owner agrees to Hold Harmless the Mover for any damage not specifically set out in this Contract.

The Mover agrees to Hold Harmless the Owner for any personal injury to themselves, their employees, their agents, etc. The Owner agrees to Hold Harmless the Mover for any personal injury to themselves, their agents, employee, etc.

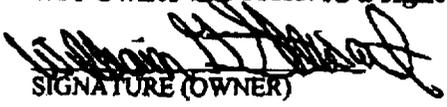
All parties agree and understand the time element of this contract will be affected by weather conditions (rain, sleet, hail, snow, earthquakes, etc.). All parties agree after any weather affecting the removal and relocation of the said structure there will be a delay in said structures preparation, relocation and or renovation and to the preparation of any sites involved.

The Owner is responsible for any and all attorney fees or court cost in the event this Contract is brought before a court of law and it is deemed the Owner has failed to meet any requirements of this Contract.

Any and all parties signing the Contract take full responsibility for all of its terms and conditions, jointly and severally.

This Contract is for the benefit of and is binding on the Mover and Owner and their heirs, executors, administrator and assigns.

The Owner has received a signed copy of this Contract.


SIGNATURE (OWNER)

10-4-01
DATE


SIGNATURE (OWNER)

10/4/01
DATE

AZTEC HOUSE AND BUILDING MOVERS

BY: 

10-4-2001
DATE