

NOTICE OF CONSTRUCTION LIEN PURSUANT TO 85-7-131
MISSISSIPPI CODE ANNOTATED 1972 (AS AMENDED)

TO: FRED MILTON
3993 TULANE ROAD
NESBIT, MS 38651

COMES NOW 1st Choice Realty, LLC, who serves notice upon Fred Milton,
Builder/Seller, that the said 1st Choice Realty, LLC is claiming a contractor's lien
under the provisions of 85-7-131, Mississippi Code Annotated 1972 (as amended)
and who says as follows, to-wit:

1. The property subject to said lien is described as follows, to wit:

851 Cedar Grove Parkway, Hernando, Mississippi 38632, Lot 9 Lakes *PhI*
Sec. 7 T S 3 S 01 Range 7 West Plat Book 55
of Cedar Grove Subdivision, DeSoto County. *Page 37-38*

2. Fred Milton erected and constructed a residential dwelling on the
above described premises. 1st Choice Realty, LLC entered into a
written contract for the listing of such residence. A true and correct
copy of the said contract is attached hereto as EXHIBIT "A".
3. Pursuant to the said listing contract, Fred Milton has agreed to pay a
5% Commission to 1st Choice Realty, LLC for the sale of 851 Cedar
Grove Parkway, Hernando, Mississippi 38632. Brenda McRae with
1st Choice Realty, LLC was the procuring cause of Danny and Lynn
White purchasing the above property. The property was listed by
Leslea Brant, 1st Choice Realty, LLC.
4. 1st Choice Realty, LLC is due 5% of sales price on 851 Cedar Grove
Parkway, Hernando, Mississippi 38632 from Seller/Builder.

STATE MS.-DESOTO CO. *OK*
FILED *OK*

MAY 30 10 16 AM '03 *OK*

BK 11 PG 537
J. DAVIS OH. CLK.

Fred Milton.

5. The suit for enforcement of said lien has not been filed at this time.

WHEREFORE, 1st Choice Realty, LLC claims a contractor's lien against the above described property as set forth above.

WITNESS MY SIGNATURE this the 30 day of May,

2003.

1st CHOICE REALTY, LLC

BY: Rodger Motz
RODGER MOTZ

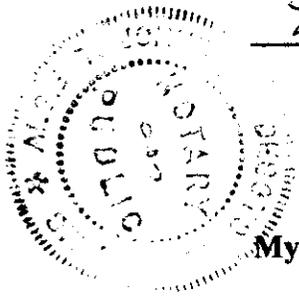
STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY CAME AND APPEARED before me the undersigned authority at law in and for the State and County aforesaid the within named Rodger Motz for 1st Choice Realty, LLC, who acknowledged that he executed and delivered the above and forgoing Notice of Construction Lien Pursuant to 85-7-131 Mississippi Code Annotated 1972 (as amended) on the day and year therein mentioned and for the purposes therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 30th day of

May, 2003.



George J. Johnston
Notary Public

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SET. 16 2005
BONDED THRU STEGALL NOTARY SERVICE

CERTIFICATE OF NOTICE

I, Rodger Motz Owner of 1st Choice Realty, LLC, do hereby certify that I have this day mailed a true and correct copy of the above and foregoing Notice of Construction Lien Pursuant to 85-7-131 Mississippi Code Annotated 1972 (as amended) to the following persons at the addresses shown below by certified United States mail, postage prepaid, return receipt requested. Said persons being as follows:

FRED MILTON
3993 Tulane Road
Nesbit, MS 38651

JODY NEYMAN
2540 Hwy 51 South
Hernando, MS 38632

This the 30 day of May, 2003.

1ST CHOICE REALTY, LLC

BY: 
RODGER MOTZ

Prepared by
Leslea Brant
P.O. Box 215
Nesbit Ms 38651
662 429-3222

EXHIBIT "A"
Northwest Mississippi Association of REALTORS® C BK 11 PG 540
UNIFORM LISTING CONTRACT

(This is a legal binding contract. If not understood, seek competent advice.)

I hereby employ and grant 1st Choice, hereinafter called "Broker," the irrevocable right commencing on 1-17-03, and expiring at midnight on 7-17-03, to sell or exchange the real property situated in the City of _____, County of Desoto, Mississippi,

described as follows: Address 851 Cedar Grove Parkway legal Description lot 9 Rapes Of Cedar Grove
Desoto County

A

Indicate listing Type - A, B, C, D. A - Exclusive Right To Sell. The BROKER retains sole and exclusive right to sell. B - Exclusive Agency. BROKER retains sole right to sell unless property is sold by the owner. C - Co-Op Agency. Two or more agencies acting as one listing broker according to the listing type. D - Exclusions and/or Reservations. Certain persons or entities can be excluded from the restrictions of a listing type for a specified period of time. Exclusions: _____

TERMS OF SALE: The price shall be (\$ 185,000), and on the following terms or upon any other price and terms acceptable to me. Cash / New Loan

MULTIPLE LISTING SERVICE (MLS): Broker is a Participant of the NORTHWEST MS ASSOCIATION OF REALTORS® Multiple Listing Service (MLS) and this listing information will be provided to the MLS to be published and disseminated to its Participants. The Broker is authorized to cooperate with other licensed Brokers to sell this property and to share the commission resulting from sale with the selling Broker on a basis solely determined by the Listing Broker and to report the sale, including the price, terms and financing for the publication, dissemination, information and by authorized Association members, MLS Participants and Subscribers. Seller authorizes Broker to include this property in Multiple Listing Service and Internet compilation. YES NO

seller has one person he will show on before 1-23-03, they will be excluded from listing. (Friend of Frank Wilson)

COMPENSATION: Owner hereby agrees to compensate Broker, irrespective of agency relationship(s) as follows: 5 percent of the selling price (i) if the property is sold during the term hereof, or any extension thereof, on the terms herein set forth or any other price and terms Owner may accept through any other person, or whether the Broker or any other person including the Owner makes such sale, or (ii) percent of the listing price if said property is withdrawn from sale, transferred, conveyed, leased or rented without the consent of Broker, or made unmarketable by Owner's voluntary act during the term hereof or any other extension thereof;

The compensation provided for in subparagraph (a) above if property is sold, conveyed, or otherwise transferred within 90 days after the termination of this authority or any extension thereof to anyone to whom this property was shown provided Owner has received notice in writing, including the names of the prospective purchasers, before or upon termination of this agreement or any extension thereof;

Owner shall not be obligated to pay the compensation provided for in subparagraph (a) if a valid listing agreement is entered into during the term of said protection period with another licensed estate broker and a sale, lease or exchange of the property is made during the term of said protection period with another licensed real estate broker and a sale, lease or exchange of the property is made during the term of said valid listing agreement.

DEPOSIT: Broker is authorized to accept and hold on Seller's behalf a deposit on the account of the purchase price. In the event a deposit is forfeited, one-half the same shall be retained by or for the Broker, as his compensation, and one-half paid to owner, provided that the Broker's portion of any such forfeited deposit shall not exceed the amount of the above named commission.

LOCKBOX: A lock box designed as a repository of a key to the above premises will permit access to the interior of the premises by Participants of the Multiple Listing Service (MLS) and their authorized licensees: If property is not owner occupied, owner shall be responsible for obtaining occupant's written permission for use of the lockbox. Neither listing nor selling Broker, MLS or Association of REALTORS is an insurer against theft, loss, vandalism or damage attributed to the use of lockbox. Broker advises and requests Seller/Tenant safeguarding or removal of valuables located within said premises. It is not a requirement of MLS or Broker that a Seller allow use of a lock box. Owner authorizes Broker to install a LOCKBOX. YES NO Where a tenant/lessee occupies the property, the tenant's/lessee's consent is required. Tenant's Signature _____ Date _____

IGN: Owner authorizes installation of a SALE/SOLD sign on the property. YES NO

The Listing Broker is hereby authorized as an MLS Participant to: a. Offer other licensed Brokers cooperation and compensation but not subagency. YES NO
 b. Participate in and offer disclosed Dual Agency and Compensation. YES NO

MLS COMPILATION AND COPYRIGHT: All right, title, and interest in each copy of every Multiple Listing compilation created and/or copyrighted by the Northwest MS Association of REALTORS® in the copyrights therein shall at all times remain vested in the Northwest MS Association of REALTORS®.

INTERNET - Seller gives Northwest MS Association of REALTORS® permission to include property listing information on the internet and/or other media and MLS compilations. YES NO

HOLD HARMLESS: Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by owner, or from any material fact known by owner which owner fails to disclose. It is acknowledged and understood by the Owner that this information may be made available to other parties.

EQUAL HOUSING OPPORTUNITY: This property is offered in compliance with federal, state and local antidiscrimination laws.

ATTORNEY'S FEES: In any action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

ENTIRE AGREEMENT: Owner acknowledges that he has read and understands this agreement, and has received a copy, and further agrees that he is the owner of this property.

Owner gives authority to the Lender listed below to submit any information required by the undersigned Broker concerning said property.

DER: _____ LOAN #: _____

RECEIPT OF A COPY OF THIS CONTRACT IS HEREBY ACKNOWLEDGED.

DATED THIS 17th DAY OF Jan. 2003

for: Fred Minton Social Security #: _____ Phone: _____
 for: _____ Social Security #: _____ Phone: _____
 address: _____ City: _____ State: _____ Zip: _____
 COMPANY: 1st Choice Realty Phone: _____
 by: Rodger Matz Salesperson: Leola Grant
 address: _____ City: _____ State: _____ Zip: _____