

**Amended
Notice of Construction Lien**

Amount of Lien:

\$55,157.21

CLAIMANT hereby amends the original Notice of Construction Lien recorded on June 6, 2003 in Book 11 at Page 550 in the office of the Chancery Clerk of Desoto County, Mississippi, by attaching Exhibit "A" thereto that had inadvertently been omitted, and 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: Michael P. Harig
d/b/a "Mike Harig Construction"
8274 Westbrook
Olive Branch, MS 38654

STATE MS.-DESOTO CO. ³⁶
FILED ⁰²
¹²

AUG 7 4 01 PM '03

CLAIMANT: Brian K. Jones
Sharon D. Jones
6884 Club Lane, Apt. 183
Memphis, TN 38115

BK 11 PG 624
W.E. DAVIS CH. CLK.

PROPERTY: Lot 45, Germanwood Station Subdivision, in the City of Olive Branch, as per plat thereof recorded in Plat Book 74, Pages 44-47, in the office of the Chancery Clerk of Desoto County, Mississippi.

Indexing Instruction:
Section 21, Township 1 South, Range 6 West

NATURE OF CLAIM
AND CONTRACT:

Labor & Materials furnished from 10-6-02 through
6-4-03 as per contract and itemization enclosed
as Exhibit "A" hereto.

DESCRIPTION OF SERVICES,
DEBITS AND CREDITS:

Labor & Materials furnished, and unpaid, as
follows:

Labor & Material	\$ 52,394.51
Payments received:	\$ 0
Due:	\$ 52,394.51
Interest - 8% from 10-6-02 & \$11.48 per day, 240 days to 6-4-03	\$ 2,755.20
Legal Fees (MCA 85-7-151)	\$ undetermined
Recording of Lien	\$ 7.50
Total Due as of 6-4-03:	<u>\$ 55,157.21</u>

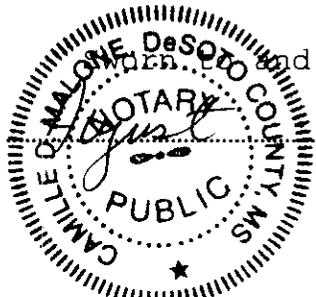
STATE OF MISSISSIPPI
COUNTY OF DESOTO

We, Brian K. Jones and Sharon D. Jones, state under oath that the information contained in the above Notice of Construction Lien is 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 certified U.S. Mail, postage prepaid, return receipt requested.

This the 7 day of August, 2003.

Brian K. Jones
BRIAN K. JONES

Sharon D. Jones
SHARON D. JONES
CLAIMANTS



(S E A L)
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 30, 2007
My Commission Expires on Jan 30, 2007
BONDED THROUGH THE MISSISSIPPI NOTARY SERVICE

and subscribed before me this the 7th day of August, 2003.

Camille D. Malone
NOTARY PUBLIC

Personally appeared before me, this day, the undersigned authority in and for this jurisdiction, the within named BRIAN K. JONES, who acknowledged execution of the above and foregoing instrument on the day and year therein stated.

7th Given under my hand and official seal of office this the 7th day of August, 2003.



Camille D. Malone

NOTARY PUBLIC

My Commission expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 30, 2007
BONDED THRU STEGALL NOTARY SERVICE

Prepared by,
and after recording return to,
the office of
Goeldner & Walsh Professional Association
Attorneys for Claimant
P.O. Box 1468
Southaven, MS 38671-1468
Tel. (662) 342-7700



MIKE HARIG CONSTRUCTION

LEGAL CONTRACT

THIS IS A LEGAL AND BINDING CONTRACT BETWEEN BOTH PARTIES FOR THE CONSTRUCTION OF A NEW HOME AT LOT #45 GERMANWOOD STATION, OLIVE BRANCH MS. PARTIES BEING : MICHAEL P. HARIG, CONTRACTOR AND BRIAN AND SHARON JONES, BUYERS

BOTH PARTIES AGREE TO THE FOLLOWING:

1. contract price of home will be: \$250,000.00 built according to plans.
2. buyers will be credited from the contract price and purchase the following items: appliances \$2500.00, lighting fixtures \$3000.00,
3. all concrete floors are to "scored" by contractor , with the exception of the master bedroom and master bath .
4. Homeowner will be responsible for the purchase and installation of all ceramic tile flooring in the home.
5. Credit of \$6,075.00 will be given to homeowner for items # 3 and 4.
6. Contractor agrees to the framing of room over garage, but not complete.
7. Carpet allowance is \$16.00 per yard for all carpeted areas.
8. Contractor will provide marble whirlpool tub and shower in master bath only and marble sinks and countertops in all baths.
9. All plumbing fixtures will be provided by contractor (Delta single handled chrome) , anything other than this will be provided by homeowner.
10. Contractor will provide 30 rolls of sod in yard and remainder will be seeded. and shrubs will also be provided by contractor . Iron mailbox will also be provided as subdivision requires.
11. All cabinets will be clear maple finish with square recessed panel doors.
12. Construction of BRIDGE will be provided by contractor with the exclusion of any handrail.
13. Buyers agree to pay \$1000.00 earnest money on date of contract and an additional \$19,000.00 will be paid when existing home in Virginia is sold. (on or before December 1, 2002)

CONTRACTOR AND BUYERS (HOMEOWNERS) AGREE TO ALL THE ABOVE.

Michael Harig 10/6/02
CONTRACTOR

Brian Jones
Sharon Jones
BUYERS 10/6/02



VINYL SIDING	2500.00
PAINT BRICK	2100.00
STONE	3250.00
DOORS + TRIM	10,000.00
CABINETS	7000.00
PAINT INT.	6000.00
GARAGE DOORS	1400.00
DRIVEWAY + SIDEWALKS	5000.00
? COUNTER TOPS	800.00
PLUMBING	4500.00
HEAT + AIR + Elec	7000.00
CARPET	3000.00
x MARBLE	3000.00
FRONT DOOR	1400.00
GRADING	750.00
SKULPING	1000.00
? HARDWARE	750.00
x LIGHT FIXTURES	3000.00
	# 62,450.00

Things FOR YOU TO DO!

CLEAN UP

PAINT GAMEROOM GARAGE + SITTING ROOM

WROUGHT IRON HAND RAIL

TILE SHOWER TUB BATHROOMS

STAIN + SEAL SCORED FLOOR

LANDSCAPE

SOD OR SEED

ADDITIONAL

Labor & Material

Stained Floor	\$ 16,200.00
Paint	8,800.00
Tile	3,960.00
Audio/Visual System	6,827.97
Clean up	4,000.00
Floor Plan	1,000.00
Wall Paper	600.00
Pre-wire for Sound System (5 rooms)	1,200.00
Services & Supplies	9,656.54
Fix hole in shower wall	<u>150.00</u>
Total	\$ 52,394.51