

PREPARED BY AND RETURN TO:
J. Keith Treadway
TREADWAY LAW FIRM
P.O. Box 613
Olive Branch, MS 38654
(662) 895-8170: phone
(662) 895-8169: fax

9/25/08 10:25:08 SS
BK 16 PG 5
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK

Notice of Construction Lien

Amount of Lien:
\$13,217.00

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 McMeans**
8900 Center Hill
Olive Branch, MS 38654

CLAIMANT: Daniel Jeffries
SERVPRO OF FAYETTE, TIPTON, HAYWOOD & HARDEMAN
P.O. Box 295
Rossville, TN 38066

PROPERTY: SEE ATTACHED LEGAL DESCRIPTION

NATURE OF CLAIM AND CONTRACT: Contract dated October 12, 2007.
Copy attached as Exhibit "A".

DESCRIPTION OF SERVICES: Servpro was hired to attempt to preserve and protect customer's housing structure and it's contents due to water damage.

DEBITS AND CREDITS:

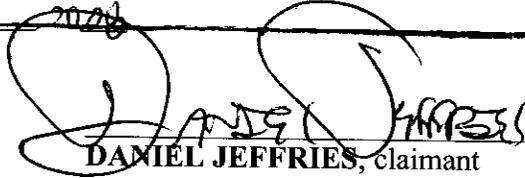
Beginning Balance:	\$22,135.82
Payments Received:	\$11,238.64
Due:	\$10,897.18
Interest - 8% from 10/12/07 338 days to 09/15/08	\$ 807.82
Legal Fees (MCA 85-7-151)	\$ 1,500.00
Recording of Lien	\$ 12.00
Total Due as of 09/15/2008:	\$13,217.00

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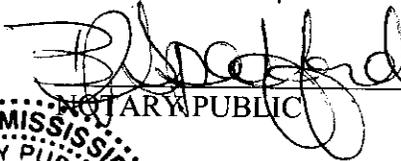
STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, Daniel Jeffries, 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 16th day of SEPT 2008


DANIEL JEFFRIES, claimant

Sworn to and subscribed before me this the 16th day of September, 2008.


BETHANNA J. SPAFFORD, Notary Public

My Commission Expires:
10/30/2011



Legal Description

The land is situated in DeSoto County, Mississippi, and more particularly described as follows;

A 1.67 acre tract, more or less, located in the Northwest Quarter of Section 21, Township 1 South, Range 5 West, DeSoto County, Mississippi, and is further described by metes and bounds as follows: BEGINNING at an iron stake (set) in the present easterly line of Center Hill Road (80' wide), said stake being 160.10 feet southwardly and 40 feet eastwardly from a "Railroad Spike" (found) at the present centerline intersection of Center Hill Road and State Line Road, said point being also the accepted Northwest corner of the Northwest Quarter of Section 21, Township 1 South, Range 5 West; thence South 89 deg. 12 min. 12 sec. East 221.07 feet to an iron stake (set); thence South 00 deg. 47 min. 48 sec. West 179.70 feet to an iron stake (set); thence South 19 deg. 12 min. 24 sec. West 183.03 feet to an iron stake (found); thence North 89 deg. 07 min. 18 sec. West 162.15 feet to an iron stake (set) in the easterly line of Center Hill Road; thence North 00 deg. 36 min. 55 sec. East 172.74 feet with the easterly line of said road to a "Concrete R.O.W. Monument" (found); thence continue North 00 deg. 36 min. 55 sec. East 180.40 feet with the easterly line of said Road to the Point of Beginning, containing 1.67 acres, more or less, of land being subject to all codes, regulations and revisions, easements and rights-of-ways of record.



CUSTOMER INFORMATION FORM - WATER DAMAGE

1) A NATIONWIDE SERVICE PROVIDER SERVPRO is a franchise system with over 1,350 independently owned and operated locations nationwide. Servpro Industries, Inc., the franchisor, may be reached at 1-800-SERVPRO.

2) WORK AUTHORIZATION In order to start our emergency and restoration service, you must sign the "Authorization to Perform Services" form. This allows us to take action immediately. We do not know your insurance coverage; therefore, it is impossible for us to know exactly what your insurance will cover. It is important to understand you are financially responsible for our services. Your deductible is payable before we start work. If for any reason insurance coverage cannot be verified at the time of our emergency service, an additional deposit may be required.

Date Damage Occurred: 10-12
Insurance Carrier: Safeco
Policy #:
Deductible Amount: \$ 1000

3) REFERENCES The SERVPRO Franchisee would be pleased to provide references upon request.

4) HOW WE PROCEED The SERVPRO franchisee will attempt to "preserve and protect" your structure and contents. The following steps may be completed in the emergency service, as determined to be applicable by the SERVPRO franchisee:

Identify Source/Type of Water - Contaminated water sources like sewage, etc. require specialized restoration processes. In addition, the source of water should be completely stopped prior to starting any work other than the removal process.

What was the source of this water intrusion? Toilet water

Has the source of water been stopped? Yes No

Identify Visible Mold Growth - It is important for us to know whether any visible mold growth is present. While molds may be found in small amounts almost anywhere, larger growths of mold may create health concerns, depending on the reaction of occupants to molds.

Have you seen signs of mold growing anywhere in the structure or its contents? Yes No

Location:

Have you seen mold growth any time in the past? Yes No

Have you noticed any odors or musty smells? Yes

Mold Mitigation - Specialized procedures are required for mold. If we notice a significant presence of mold, we will notify the involved parties so they may determine an appropriate course of action.

Measure Temperature/Humidity for Drying Analysis - The process of drying will use equipment to remove moisture from the structure and contents of your home. This controlled reduction of the relative humidity level helps reduce property damage and slow mold growth.

Survey the Extent of Damage and Inspect the Premises - Our survey is designed to identify how much damage has occurred and plan the necessary emergency work. The inspection is also done for safety reasons. We check the affected area for bad flooring, ceiling damage, visible electrical hazards, contents damage, wall and baseboard damage, sewage water, visible mold, etc.

Are you aware of any hazards in the building? Please note:

Emergency Water Extraction - Our next step is to remove as much water as possible from the affected area. This will be completed with our specialized extraction equipment.

Furniture Moved and Blocked - This is done to protect carpet and furnishings in the affected area.

Floor Service - We will check to see what type of floors you have. Carpet will be lifted to inspect flooring. As much water as possible will be removed.

Carpet Pad - Pad acts like a sponge and holds water. If the pad is exposed to excess water, it may be necessary to remove the pad to protect subfloor and speed the drying process.

Carpet - Carpet will be checked for restorability, delamination, visible mold and mildew, etc. In some water damage situations, the carpets may need to be removed. This can include door removal, cutting seams, and/or metal threshold removal.

Treatments - Our process may include the application of deodorizers or EPA-registered disinfectants.

Equipment - Drying equipment will be used to dry your property. The purpose of the equipment is to remove moisture and bring the relative humidity level back to normal. It is very important the equipment be kept running, unless a safety hazard arises. Excessive moisture can still be present even when all visible surfaces seem dry, which may lead to mold growth or other damage.

Disposal - Any refuse items such as carpet pad will be removed and disposed of properly.

5) WHAT IS RESTORABLE Determining exactly what can be saved until everything is dry is usually impossible. We will set a follow-up date so we can monitor the drying process. In addition, the restoration process will be scheduled when the drying is complete. This can include floor preparation, tack strip replacement, carpet and pad installation, seaming, carpet cleaning and restoring, and furniture and contents cleaning. A scope of services will be provided.

6) PRE-EXISTING OR PRELOSS CONDITIONS During the course of cleaning, it is likely we will remove day-to-day soiling, which existed prior to your loss. We are happy to do so. If, however, the removal of pre-existing soil requires significant extra effort, our crews will be instructed to move on to the next item. Pre-existing damage, including visible mold growth, will also be noted.

Has this structure sustained leaks or water intrusions in the past? Yes No

7) PERSONAL ITEMS In the course of our survey and cleaning, we will sometimes be required to open doors, cupboards, etc. to qualify and/or restore the damage. If any of these areas contain personal items you would prefer to relocate before we start work, please let us know.

Area:

GUNS AND AMMUNITION Our crews are instructed NEVER to touch guns or ammunition. For this reason, we request you remove any such items from the areas we are cleaning.

JEWELRY, VALUABLES, HEIRLOOMS Please remove any valuable items from the areas we are

cleaning before the job is started. We are not responsible for those items. List any special heirlooms or collectibles that should be given extra special or extra delicate treatment due to their value:

8) OVERLOOKED ITEMS Although our supervisors inspect all work, you should accompany the supervisor on the final walk-through and bring any overlooked items or concerns to the supervisor's attention.

9) INSURANCE ADJUSTERS OR AGENTS We are neither insurance adjusters nor agents. We cannot authorize anything to be replaced, repaired or painted. Our job is to preserve and protect, stop further damage from occurring and to restore damaged items to their prior condition when possible.

10) EMERGENCY CHARGES The exact price of restoring your property following a water damage emergency is virtually impossible to determine on our first visit. However, in order to give you an idea, we will review the SERVPRO Water Damage Emergency Services Report to provide you an initial estimate while on our first visit. The scope of work can change due to unforeseen circumstances. The final bill will be forwarded to you and/or your insurance carrier upon completion.

11) HEALTH AND SAFETY Maintaining your personal health and safety is of great concern to us. All occupants and pets should stay away from the work areas to protect their health and safety during the work process. Material Safety Data Sheets for our products are available upon request. Please indicate if you want copies: Yes No

Exposure to certain molds may cause health problems. If you have any concerns, you should consult your physician.

Has anyone in the building experienced health reactions to the water intrusion? Yes No

Do you have any health concerns about the water intrusion?

For additional information, please see the SERVPRO Mold Brochure, and contact your local or state health department.

12) APPROXIMATE COMPLETION The actual time required to complete the restoration process is difficult to estimate. We estimate approximately: 4 days.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND INFORMATION CONTAINED HEREIN. MY ANSWERS TO THE ABOVE QUESTIONS ARE ACCURATE AND COMPLETE.

Customer Name: KIM F. MONEANS
Customer's Signature: Kim Moneans
Date: 10-12

Provider's Signature: [Signature]
Date: 10-12

Franchise Legal Name: D3T Enterprises
() corporation, () LLC, () partnership, () LLP,
() sole proprietorship
d/b/a SERVPRO of FTHH



AUTHORIZATION TO PERFORM SERVICES and DIRECTION OF PAYMENT

The undersigned client, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Client's property located at the property address below, and with respect to items that need to be cleaned at a remote location to remove and clean such items as necessary.

Client authorizes Safeco Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Client's insurance policy.

If, for any reason, Client receives a check from Insurance Company made payable to Client, Client agrees to pay Provider immediately upon receipt of the check. In order to expedite payment to Provider, Client hereby appoints Provider as attorney-in-fact, authorizing Provider to endorse Client's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for Provider services.

Client agrees to pay Client's deductible in the amount of \$ 1000 that applies to this claim. If any amounts owing to Provider for Provider services are not covered by insurance, Client agrees to pay those amounts to Provider within fifteen (15) days of Client's receipt of invoice. It is fully understood that Client and its agents, successors, assigns and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

Client agrees that Provider is working for the Client and not Client's insurance company or any agent/adjuster.

Remarks: _____

Property Owned by: _____

I have read this Authorization to Perform Services and Direction of Payment, including the Terms and Conditions of Service on the reverse side hereof, and agree to same.

Jennifer McMeans 10-12-07
 Client's Signature Date
Jennifer McMeans
 Printed Name
8900 Center Hill OB MS
 Address
38054

[Signature] 10-17
 Provider's Signature Date
DIT Enterprises
 Franchise Legal Name
 corporation, LLC, partnership, LLP, sole proprietorship
 d/b/a SERVPRO® of FTHH

SERVPRO® Franchises are independently owned and operated.
White - SERVPRO® Yellow - Adjuster Pink - Customer



CERTIFICATE OF SATISFACTION

Name: Chris McMeans

Address: 8900 Center Hill

City: Olive Branch

ST: MS

Zip: 38654

Customer, Chris McMeans, acknowledges the restoration/cleaning project for which SERVPRO® Franchise has provided services has been cleaned and/or restored to customer's satisfaction.

Signature: [Signature] Date: _____

Signature: [Signature] Date: 11/2/07

Customer Service and Quality Control Form

- | | Yes | No | NA |
|---|-------------------------------------|--------------------------|--------------------------|
| 1. Was the office staff courteous, polite and helpful? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Was the estimator who surveyed your job prompt, courteous and polite? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Did the estimator clearly explain the process of completing your job with the Customer Information Form? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Was the production staff neat, courteous, knowledgeable and professional? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Did the SERVPRO® Franchise meet your expectations on this job? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Did the SERVPRO® Franchise communicate clearly during the job completion process? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. What were your overall impressions of how the SERVPRO® Franchise assisted you during this time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Great</u> | | | |
| 8. Will you use the SERVPRO® Franchise for your future cleaning or restoration needs? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Would you recommend the SERVPRO® Franchise services to your friends or family? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. May we use you as a reference? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: Who cleans up debris off back porch?

Thank you for your feedback. SERVPRO® and its Franchisees strive to be the premier cleaning and restoration company. We appreciate your patronage and look forward to serving your future cleaning and restoration needs.