

**NOTICE OF LIEN ON AMOUNT DUE CONTRACTOR
TO BE RECORDED IN THE LIS PENDENS RECORDS**

OWNER: Pinnacle Homes, LLC
Post Office Box 24
Olive Branch, MS 38654

KNOWN LIEN
HOLDERS: First Security Bank
6659 Highway 305 North
Olive Branch, MS 38654

CONTRACTOR: Marion Threatt
Post Office Box 24
Olive Branch, MS 38654

MATERIALMAN/
LABORER: Eusebio Sanchez Pina
4900 Hwy 305
Olive Branch, MS 38654

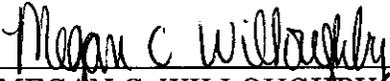
8/30/05 4:46:47
BK 12 PG 578
DESOLO COUNTY, MS
W.E. DAVIS, CH CLERK

Stop payment notice having been given in accordance with §85-7-181, MCA, 1972, on August 30, 2005, and the contractor and owner having failed to satisfy the claim set out herein, Eusebio Sanchez Pina, hereby files its lien on amount due contractor under the provision of §85-7-197, MCA, 1972:

The claim is in the amount of \$2,618.20, plus attorney's fees, interests and costs. The basis for the claim is as set out in the stop payment notice and any other documents attached hereto as Exhibit "A". The property to be bound by this notice is that set out in exhibits attached hereto.

All exhibits are incorporated herein by reference. This notice relates back August 30, 2005, the date of the stop payment notice.

GIVEN THIS the 30th day of August 30, 2005.


MEGAN C. WILLOUGHBY
NOWAK & NEYMAN, P.C.
Post Office Box 567
Hernando, Mississippi 38632
662-429-7888
FAX 662-429-0817

Nowak

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AFFIDAVIT AS TO CORRECTNESS

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, Eusebio Sanchez Pina, who after first being duly sworn by me stated upon oath that the above and foregoing matters are true and correct as herein stated.

Eusebio Pina
EUSEBIO SANCHEZ PINA

SWORN TO AND SUBSCRIBED before me this the 30th day of August, 2005.

D Lynn Moya
Notary Public

My commission expires:
2-14-09

AFFIDAVIT OF MAILING

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, Megan C. Willoughby, who after first being duly sworn by me stated upon oath that the attached stop payment notice was mailed to the owner at the address shown thereon by certified mail, postage prepaid, return receipt requested on the 30th day of August, 2005, and that a copy of the above and foregoing Notice of Lien on Amount Due Contractor has also been mailed to the owner at the same address by certified mail, postage prepaid, return receipt requested on this the 30th day of August, 2005.

Megan C Willoughby
MEGAN C. WILLOUGHBY

SWORN TO AND SUBSCRIBED before me this the 30th day of August, 2005.

D Lynn Moya
Notary Public

My commission expires:
2-14-09

prepared by:
NOWAK & NEYMAN, P.C
170 WEST CENTER ST.
P. O. BOX 567
HERNANDO, MS 38632

6-8-2005 LOT # 111 sirri ki

31 x 27 - 837

40 x 16 - 640 30 24 18-28

13 x 24 - 312

26 x 3 - 78

3 x 6 - 18

1885 x 70 131950

400 TRACTOR

100 Pairs 181450 TOTAL

LOT # A
CENER HILL

2 1/2

175 - 100 - 300 - 200 - TOTAL 775



Hernando Redi Mix

Physical Address
 190 Motor Scooter Drive
 Nesbit, MS 38651
 662-429-7571

Mailing Address
 P.O. Box 97
 Nesbit, MS 38651

Redi Mix Concrete

B Date 6 20 65

Truck No. 2 Driver: *Popye* Time Out Time In
 Truck Arrived on Job Finished Unloading
 Sold To *JR.*

Delivered To *Hwy 305*

Job

10	C.Y. 3500 PGM	Concrete 72.5 ²	2175.00
30 gal	Calcium		
	1/2" x 4" Expansion Joint	(30)	
1	Retarder (5 Gal.)		\$5.00
	Sand		
	Gravel	<i>9⁴ Gal. Ret</i>	158.20
	Limestone		
	Gals. Water Added On Job		\$ 2418.20

This concrete has been inspected at the plant and is certified as having been delivered to the truck in substantial compliance with the above order.

Thank You - Please keep this copy for reference.

Unloading time in excess of eight (8) minutes per cubic yard, add \$45.00 per hour or fraction thereof. All prices are for street curb delivery, and we will not assume responsibility for any damage whatsoever when requested to make delivery anywhere off a paved public street or roadway.

In accepting this load of concrete all of the above conditions and stipulations and those contained on the reverse side hereof, are hereby agreed to. If this account is not paid when due, I, we, or either of us agree to pay interest at the legal rate and all attorney's fees and other costs which may be incurred in the collection of this account.

Received material listed above in good condition

By _____

STOP PAYMENT NOTICE

OWNER: Pinnacle Homes, LLC
Post Office Box 24
Olive Branch, MS 38654

**VIA CERTIFIED MAIL
RETURNED RECEIPT
REQUESTED**

KNOWN LIEN
HOLDERS: First Security Bank
6659 Highway 305 North
Olive Branch, MS 38654

CONTRACTOR: Marion Threatt
Post Office Box 24
Olive Branch, MS 38654

MATERIALMAN/
LABORER: Eusebio Sanchez Pina
4900 Hwy 305
Olive Branch, MS 38654

PROPERTY: 4763 Rachael Cove
Lot 111, Cedar Crest
Olive Branch, MS 38654

TO THE OWNER:

You are hereby notified to immediately STOP PAYMENT to the Contractor under the authority of §85-7-181, Mississippi Code Annotated, 1972, as amended, as the contractor has not paid the above described Materialman/Laborer, who is due \$2,618.20 for labor and/or materials used in improving your property plus attorney's fees and interest.

Please immediately report the balance due under your contract with the Contractor to the undersigned.

GIVEN THIS the 30th day of August, 2005.


MEGAN C. WILLOUGHBY #101261
NOWAK & NEYMAN, P.C.
Post Office Box 567
Hernando, Mississippi 38632
662-429-7888
662-429-0817 Fax