

THIS INSTRUMENT WAS PREPARED BY:

610  
Randolph Lanier  
Balch, Bingham, Baker, Hawthorne,  
Williams & Ward  
Post Office Box 306  
Birmingham, Alabama 35201

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of ONE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED EIGHTY-FOUR AND 58/100 DOLLARS (\$144,184.58) in hand paid by BIRMINGHAM SOUTH CHURCH OF GOD, INC., a corporation, (hereinafter referred to as "GRANTEE") to the undersigned, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974, composed of Harbert Construction Corporation, a corporation, and The Equitable Life Assurance Society of the United States, a corporation (hereinafter referred to as "GRANTOR"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto the said GRANTEE the following described real estate situated in Shelby County, Alabama:

Part of the N½ of the SE¼ of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

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BOOK  
Beginning at the SE Corner of NW¼ of SE¼ of said Section 25, run in a westerly direction along the south line of said NW¼ of SE¼ for a distance of 533.85 feet, more or less, to a point on the east right-of-way line of Old Montgomery Highway; thence turn an angle to the right of 70°01'12" and run in a northwesterly direction along said easterly right-of-way line for a distance of 530.16 feet, more or less, to the southwest corner of Lot 3, Riverchase West - Dividing Ridge First Addition a map of which is recorded in the office of the Judge of Probate Shelby County, Alabama, in Map Book 7, Page 3; thence turn an angle to the right of 156°56'30" and run in a southeasterly direction for a distance of 73.34 feet to the most southerly corner of said Lot 3; thence turn an angle to the left of 65°13'06" and run in a northeasterly direction for a distance of 178.83 feet to a corner on the south line of Lot 4-A, a Resurvey of Lots 4 & 5, Riverchase West - Dividing Ridge First Addition as recorded in Map Book 7, Page 32 in the office of the Judge of Probate Shelby County, Alabama; thence turn an angle to the right of 36°06'36" and run in a southeasterly direction for a distance of 527.85 feet to a corner on the south line of Lot 13, of Riverchase West - Dividing Ridge as recorded in the office of the Judge of Probate Shelby County, Alabama, in Map Book 6, Page 108; thence turn an angle to the left of 14°32'54" and run in an easterly direction for a distance of 362.21 feet to a corner on the south line of Lot 17 of said Riverchase West Dividing Ridge subdivision; thence turn an angle to the right of 19°52'48" and run in a southeasterly direction along the south lines of Lots 17 and 18 of said Riverchase West Dividing Ridge for a distance of 113.44 feet to the northwest corner of Lot 56 of said Riverchase West Dividing Ridge; thence turn an angle to the right of 67°29'43" and run in a southerly direction for

a distance of 273.32 feet, more or less, to a point on the south line of the NE¼ of SE¼ of said Section 25, which is also the SW corner of said Lot 56; thence turn an angle to the right of 89°19'11" and run in a westerly direction along the said south line of NE¼ of SE¼ for a distance of 469.95 feet, more or less, to the point of beginning, containing 418,776 square feet or 9.6137 acres, more or less.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1981.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning ordinances.
4. Easements, rights of way, reservations, agreements, restrictions and setback lines of record.
5. Said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), recorded in Miscellaneous Book 14, beginning at page 536, in the Office of the Judge of Probate of Shelby County, as amended in Miscellaneous Book 17, beginning at page 550, in the Office of the Judge of Probate of Shelby County, Alabama.
6. Said property conveyed by this instrument is hereby restricted to use as a church and school (with a maximum development density of sixty (60) percent, which shall mean that 60% of subject property may be developed with impervious materials including buildings, parking lots and sidewalks, and further that a minimum area of forty (40) percent must be developed as green space/planting area) unless a change in use is authorized pursuant to the Riverchase Residential Covenants, as described in paragraph 5 above, said restriction to be effective for the same period of time as the Riverchase Residential Covenants.
7. Utility easements and sanitary sewer easements as shown on survey of Laurence D. Weygand, dated April 3, 1981, a copy of said survey being attached hereto as Exhibit "A".

\$140,000.00 of the above purchase price was paid by purchase money mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by each Venturer by their respective duly authorized officers effective on this the 14th day of April, 1981.

THE HARBERT-EQUITABLE JOINT VENTURE

Witnesses:

Judy Sargent  
Charles E. Aldridge

Witnesses:

John Valente  
Andy Aldridge

By: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

By [Signature]  
Its President

By: HARBERT CONSTRUCTION CORPORATION

By Bruce L. Harbert  
Its President



STATE OF Alabama )

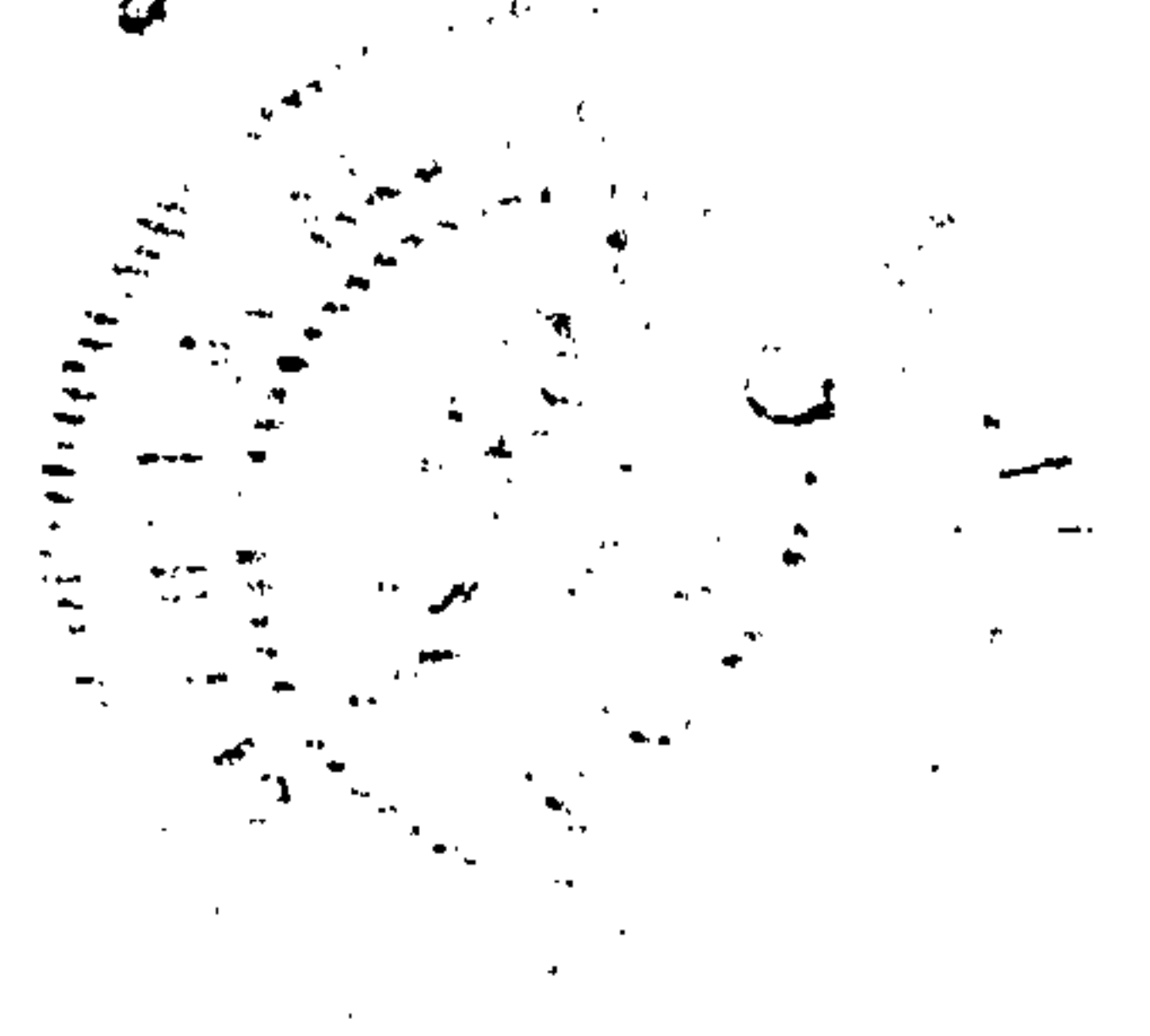
COUNTY Shelby )

I, Cynthia A. Aldridge, a Notary Public in and for said County, in said State, hereby certify that Ronald L. Searce, whose name as Assistant Vice President of the Equitable Life Assurance Society of the United States, a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as General Partner of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this the 2nd day of April, 1981.

Cynthia A. Aldridge  
Notary Public

My commission expires:  
MY COMMISSION EXPIRES November 12, 1984



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STATE OF ALABAMA )

COUNTY OF Shelby )

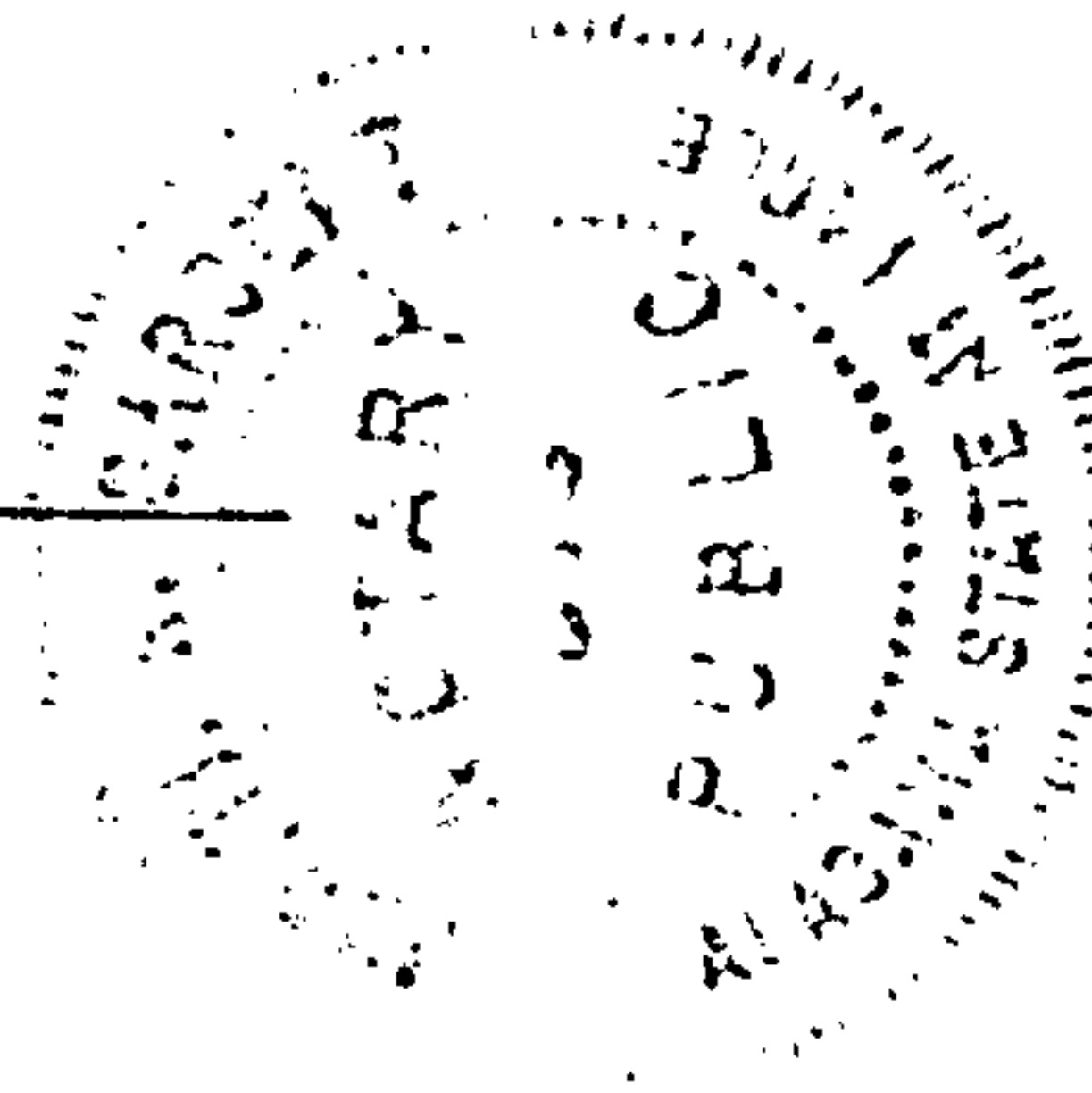
I, Judith R. Sargent, a Notary Public in and for said County in said State, hereby certify that Bill L. Harbert, whose name as President of Harbert Construction Corporation, a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as General Partner of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this the 14th day of April, 1981.

Judith R. Sargent  
Notary Public

My commission expires:

My Commission Expires November 12, 1984



1981 APR 17 AM 9:23  
Sec 11-557  
J. R. Sargent, Jr.  
JUDGE OF PROBATE

Deed TAX 4.50  
Real 2.50  
Said 1.00  
10.00