

THIS INSTRUMENT PREPARED BY:  
 Jada R. Hilyer  
 THE HARBERT-EQUITABLE JOINT VENTURE  
 Post Office Box 1297  
 Birmingham, Alabama 35201  
 (205) 988-4730

Purchaser's Address: RIVERCHASE UNITED METHODIST CHURCH  
 1953 Old Highway 31  
 Birmingham, AL 35244

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of ONE HUNDRED FORTY-ONE THOUSAND NINE HUNDRED AND NO/100 (\$141,900.00) in hand paid by RIVERCHASE UNITED METHODIST CHURCH, an Alabama 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 Properties 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 GRANTEE, the following described real estate situated in Shelby County, Alabama:

Part of the NW 1/4 of the NE 1/4 and part of the NE 1/4 of the NW 1/4 all in Section 25, Township 19 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

From the SW corner of the NW 1/4 of the NE 1/4 of said Section 25 run in a Northerly direction along the West line of said quarter-quarter section for a distance of 443.25 feet to an existing iron pin being the NW corner of Lot 34, Second Addition to Riverchase West, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 7, Page 59 and being the point of beginning; thence continue in a Northerly direction along said West line of said quarter-quarter section for a distance of 119.30 feet to an existing iron pin; thence turn an angle to the left of 89°15'44" and run in a Westerly direction for a distance of 576.10 feet to an existing iron pin; thence turn an angle to the right of 89°15'44" and run in a Northerly direction for a distance of 59.27 feet to an existing iron pin being on the SE right of way line of Old Montgomery Highway; thence turn an angle to the right of way 48°46'51" and run in a Northeasterly direction along said SE right of way line for a distance of 279.80 feet to a point of curve, said curve being concave in a Southeasterly direction and having a central angle of 7°52'51" and a radius of 286.52 feet; thence turn an angle to the right and run in a Northeasterly direction along said SE right of way line and along the arc of said curve for a distance of 39.41 feet to a point of ending of said curve; thence run in a Northeasterly direction along said SE right of way line and along a line tangent to the end of said curve for a distance of 64.16 feet to a point of curve, said second curve being concave in a Northwesterly direction and having a central angle of 10°6'14" and a radius of 594.12 feet; thence run in a Northeasterly direction and along the arc of said curve and said SE right of way line of Old Montgomery Highway for a distance of 104.77 feet to a point of ending of said curve; thence continue in a Northeasterly direction along said SE right of way line and along a line tangent to the end of last mentioned curve for a distance of 553.31 feet to an existing iron pin being on the North line of the NW 1/4 of the NE 1/4 of said Section 25; thence turn an angle to the right of 44°00'48" and run in an Easterly direction along said North line of said NW 1/4 of the NE 1/4 for a distance of 277.41 feet to an existing iron pin; thence turn an angle to the right of 91°09'57" and run in a Southerly direction for a distance of 45.30 feet to an existing iron pin being the most Northerly corner of Lot 27 of said Second Addition to Riverchase West, as recorded in Map Book 7, Page 59; thence turn an angle to the right of 36°56' and run in a Southwesterly direction for a distance of 216.63 feet to an existing iron pin; thence turn an angle to the left of 24°06' and run in a Southwesterly direction for a distance of 381.18 feet to an existing iron pin being the most Northerly corner of Lot 32, of said Second Addition to Riverchase West; thence turn an angle to the right of 0°09'11" and run in a Southwesterly direction for a distance of 105.25 feet to an existing iron pin being the most Westerly corner of said Lot 32; thence turn an angle to the right of 49°53' and run in a Southwesterly direction for a distance of 35.21 feet to an existing nail and being the most Westerly corner of Lot 33, of said Second Addition to Riverchase West; thence turn an angle to the left and run in a Southeasterly direction along the West line of said Lot 33 for a distance of 22.64 feet to an existing nail; thence continue along the West line of said Lot 33 in a Southeasterly direction for a distance of 70.10 feet to a point of intersection with the North right of way of Lemon Mint Drive as shown on the Second Addition to

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"\$127,710.00 of the above purchase price was paid with a Purchase Money Mortgage recorded simultaneously herewith."

*Riverchase Rev. Assoc.  
 P.O. Box 1297  
 B'ham - 35201*

Riverchase West; thence turn an angle to the right of 90° and run in a Southwesterly direction along the end of said road right of way and along the North line of Lot 34, Second Addition to Riverchase West for a distance of 237.53 feet, more or less, to the point of beginning.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1991.
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. Utility and sanitary sewer easements as shown on survey by Laurence D. Weygand, dated February 12, 1991, a copy of said survey being attached hereto as Exhibit "A".
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, Alabama, as amended in Miscellaneous Book 17, beginning at Page 550, in the Office of the Judge of Probate of Shelby County, Alabama, except as follows:
  - a) The first sentence of Section 12.20 entitled "Construction Period" shall be deleted and the following sentence shall be inserted in lieu thereof:

"With respect to each Residential Parcel, construction of the residential building is to be completed within one (1) year from date of beginning construction."
6. Said property conveyed by this instrument is hereby restricted to use as single-family residential dwellings (with a density not to exceed four units per acre) unless a change in use is authorized pursuant to 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. Grantee has made its own independent inspections and investigations of the Property, and is taking the Property "as is" and based solely upon and in reliance upon such inspection and investigations of the Property. Grantor makes no representation, warranty or agreement concerning the conditions of the Property, the soil or the sub-soil. Grantee, for itself and its heirs, successors and assigns, waives all claims, present and future, against Grantor based upon or in connection with the condition of the Property, including but not limited to underground mines, tunnels, or sinkholes, and hereby releases Grantor from any liability whatsoever with respect thereto.

In trust, that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises, provided, that said trust provision shall terminate and be of no effect in the event that said premises are reacquired by Grantor in connection with the foreclosure or deed in lieu of foreclosure of the Purchase Money Mortgage being delivered by Grantee to Grantor as a part of the purchase price for this conveyance.

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 15<sup>th</sup> day of February, 1991.

Witness:

Barbara Alexander

Witness:

[Signature]

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

BY: RE Thrower  
Its Robert E. Thrower  
Investment Officer

BY: HARBERT PROPERTIES CORPORATION

BY: [Signature]  
Its [Signature]



STATE OF  
COUNTY OF

*Seacon* )  
*Dekalb* )

I, *Pamela Brown Reese*, a Notary Public in and for said County, in said State hereby certify that *Robert L. Thayer*, whose name as *Investment Officer* 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 *13<sup>th</sup>* day of *February*, 1991.

*Pamela Brown Reese*  
Notary Public

My Commission expires:

Notary Public, Dekalb County, Georgia  
My Commission Expires Sept. 10, 1991

STATE OF ALABAMA )  
COUNTY OF *Shelby* )

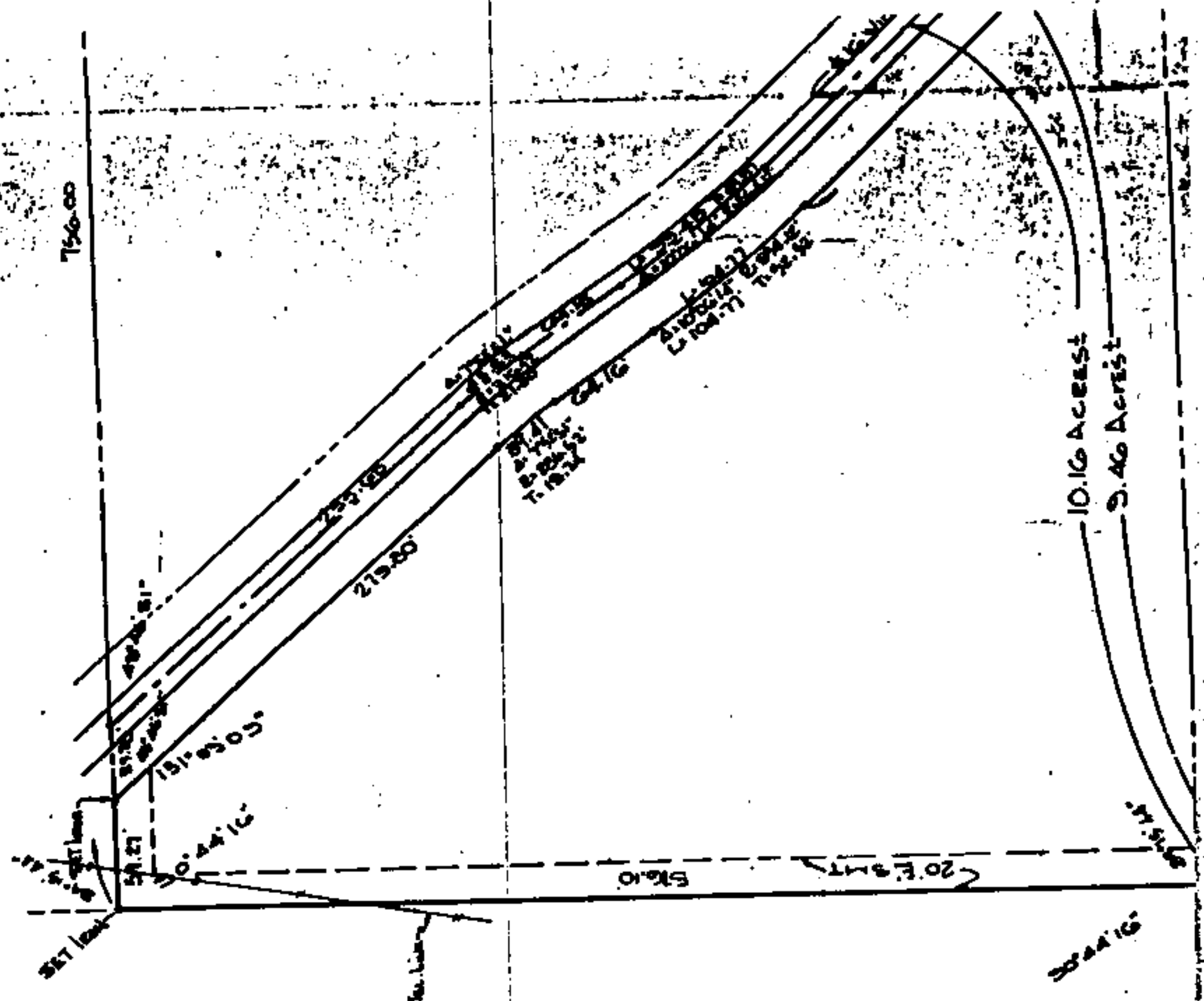
I, *Susan J. Reeves*, a Notary Public in and for said County, in said State hereby certify that *Barnett J. Charles*, whose name as *President* of Harbert Properties Corporation, a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 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 *15<sup>th</sup>* day of *February*, 1991.

*Susan J. Reeves*  
Notary Public

My commission expires:

MY COMMISSION EXPIRES JULY 18, 1994



Acreage

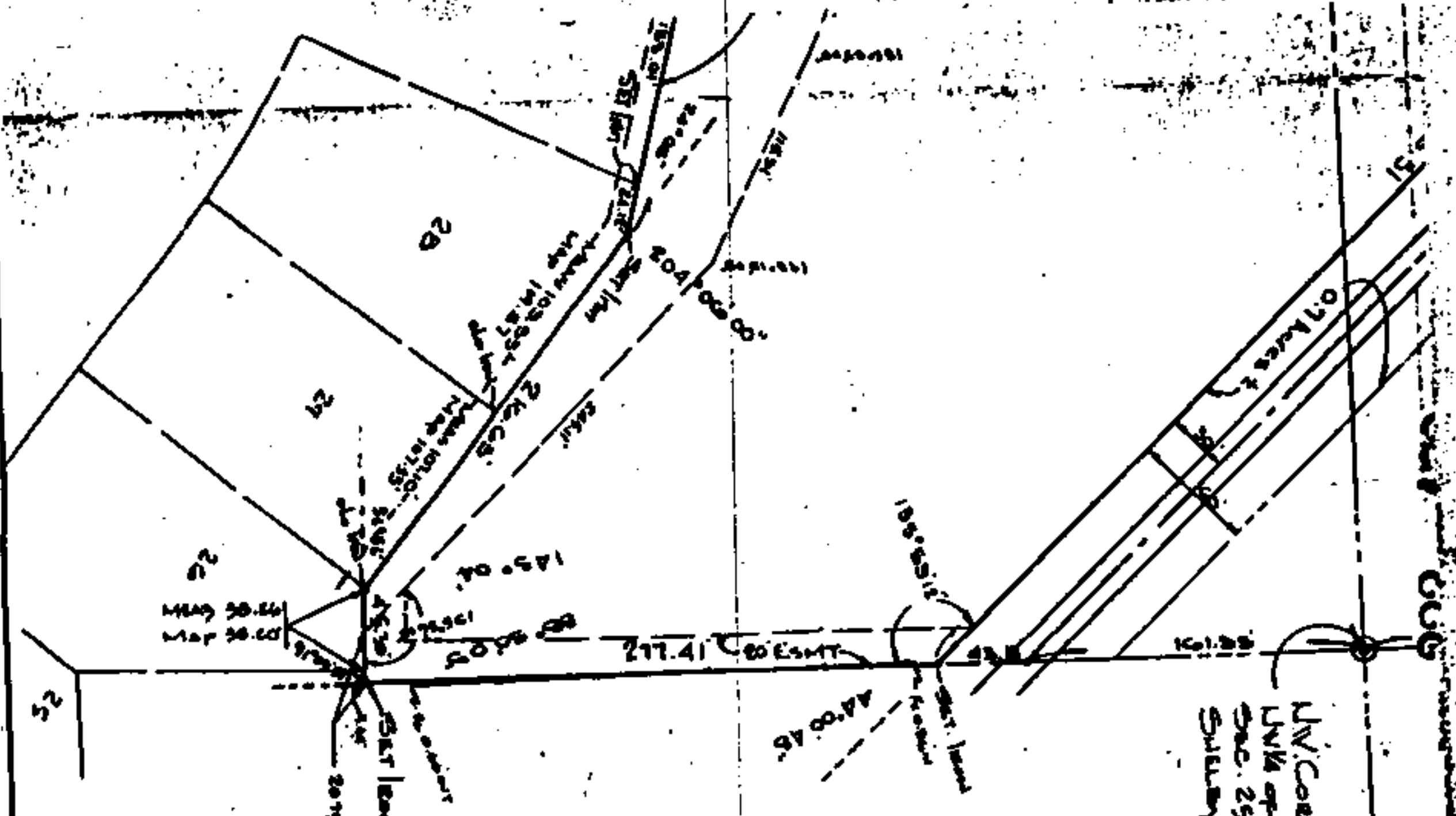
do land

10.16 Acrest  
9.46 Acrest



[illegible]





UNICOR.  
UNIV. of NEVA  
SEC. 25-T19-S. E-S-N  
Shelby Co.

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Exhibit "A"

corner of Lot 33, of said second addition to Riverbush tract shown on this map as to the left and run in a southeasterly direction along the north line of said Lot 33 for a distance of 22.64 feet to an existing utility channel crossing along the north line of said Lot 33 in a southeasterly direction for a distance of 70.10 feet to a point of intersection with the north right of way of Luma River River on above on the second addition to Riverbush tract shown on this map as to the right of 10° and run in a southeasterly direction along the end of said road right of way and along the north line of Lot 34, second addition to Riverbush tract for a distance of 237.53 feet, more or less, to the point of beginning, enclosing 9.44 acres, more or less.

According to my survey of: Exhibit A  
Order No. 1 13 PLS  
Address: Lawrence B. Weygand  
City: St. Louis, Missouri Phone: 871-7630

ALL ENCL. SURVEY SHOWN ON THIS MAP ARE FOR PUBLIC UTILITIES, RIVERS, TRAILS, SPORTS, GOLF COURSES, STORM SEWERS, UTILITY DITCHES AND MAY BE USED FOR ANY PURPOSE TO SAVOR PROPERTY BOUND WITHIN WITHOUT THIS QUESTION.

|                                                                        |                           |
|------------------------------------------------------------------------|---------------------------|
| <b>WEYGAND SURVEYORS</b>                                               |                           |
| 1700 South Olive Street, Suite 100                                     | St. Louis, Missouri 63103 |
| Telephone: (314) 436-1234                                              |                           |
| Fax: (314) 436-1235                                                    |                           |
| E-mail: <a href="mailto:lawrence@weygand.com">lawrence@weygand.com</a> |                           |
| Survey No. <u>13073</u>                                                |                           |
| Date: <u>Feb. 12, 1991</u>                                             |                           |

91 MAR -7 PM 2:46

JUDGE OF PROBATE

part of the NE 1 of the NE 1 and part of the NE 1 of the NW 1 all in Section 25, Township 1 South, Range 3 West, Shelby County, Alabama being more particularly described as follows: From the SW corner of the NW 1 of the NE 1 of said Section 25 run in a westerly direction along the West line of said quarter-quarter section for a distance of 442.25 feet to an existing iron pin being the NW corner of lot 34, Second Addition to Elvertown West, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 7, Page 39 and being the point of beginning; thence continue in a westerly direction along said West line of said quarter-quarter section for a distance of 119.30 feet to an existing iron pin; thence turn an angle to the left of 99° 13' 44" and run in a westerly direction for a distance of 376.10 feet to an existing iron pin; thence turn an angle to the right of 99° 13' 44" and run in a westerly direction for a distance of 59.27 feet to an existing iron pin being on the SE right of way line of Old Montgomery Highway; thence turn an angle to the right of very 64° 51' and run in a westerly direction along said SE right of way line for a distance of 279.80 feet to a point of curve, said curve being concave in a southeasterly direction and having a central angle of 7° 32' 31" and a radius of 226.32 feet; thence turn an angle to the right and run in a northeasterly direction along said SE right of way line and along the arc of said curve for a distance of 39.61 feet to a point of ending of said curve; thence run in a northeasterly direction along said SE right of way line and along a line tangent to the end of said curve for a distance of 64.16 feet to a point of curve, said second curve being concave in a northeasterly direction and having a central angle of 10° 6' 16" and a radius of 396.12 feet; thence run in a northeasterly direction and along the arc of said curve and said SE right of way line of Old Montgomery Highway for a distance of 104.77 feet to a point of ending of said curve; thence continue in a northeasterly direction along said SE right of way line and along a line tangent to the end of last mentioned curve for a distance of 313.31 feet to an existing iron pin being on the North line of the NW 1 of the NE 1 of said Section 25; thence turn an angle to the right of 64° 09' 49" and run in an easterly direction along said North line of said NW 1 of the NE 1 for a distance of 277.41 feet to an existing iron pin; thence turn an angle to the right of 91° 09' 53" and run in a southeasterly direction for a distance of 45.30 feet to an existing iron pin being the most northerly corner of lot 37 of said Second Addition to Elvertown West, as recorded in Map Book 7, Page 39; thence turn an angle to the right of 36° 56' and run in a southeasterly direction for a distance of 316.63 feet to an existing iron pin; thence turn an angle to the left of 34° 06' and run in a southeasterly direction for a distance of 201.18 feet to an existing iron pin being the most northerly corner of lot 32, of said Second Addition to Elvertown West; thence turn an angle to the right of 9° 09' 11" and run in a southeasterly direction for a distance of 100.25 feet to an existing iron pin being the most westerly corner of said lot 32; thence turn an angle to the right of 49° 53' and run in a southeasterly direction for a distance of 31.21 feet to an existing well and being the most northerly corner of lot 31, of said Second Addition to Elvertown West; thence turn an angle to the left and run in a southeasterly direction along the West line of said lot 31 for a distance of 22.64 feet to an existing well; thence continue along the West line of said lot 31 in a southeasterly direction for a distance of 70.10 feet to a point of intersection with the North right of way of Lagoon Flat Drive as shown on the Second Addition to Elvertown West; thence turn an angle to the right of 99° and run in a southeasterly

|                  |    |              |
|------------------|----|--------------|
| 1. Death Tax     | \$ | 14.50        |
| 2. Mtg. Tax      | \$ |              |
| 3. Recording Fee | \$ | 17.50        |
| 4. Indexing Fee  | \$ | 3.00         |
| 5. No Tax Fee    | \$ |              |
| 6. Certified Fee | \$ | 1.00         |
| <b>Total</b>     | \$ | <b>36.00</b> |

I, Lawrence D. Maynard, Registered Engineer-Land Surveyor, certify that I have surveyed the land shown hereon and described below; that there are no right-of-way, easements, or joint driveway over or across said land visible on the section except as shown; that there are no electric or telephone wires (including wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that there are no encroachments on said land except as shown; that I have transmitted the Federal Immersion Administration Flood Hazard Boundary Map and found that this property is not located in a special flood hazard area; that improvements are located as shown above, and that the correct description is as follows:

STATE OF ALABAMA)  
SHELBY COUNTY)

Scale 1"=60'



