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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: Ray Properties, Inc.
 1226 Lake Forest Circle
 Birmingham, AL 35244

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of FORTY-THOUSAND FIVE HUNDRED AND NO/100 (\$40,500.00) in hand paid by RAY PROPERTIES, INC. (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, 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:

Lot 2001, according to the survey of Riverchase Country Club 20th Addition as recorded in Map Book 11, Page 57, in the Office of the Judge of Probate of Shelby County, Alabama.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1992.
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, 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."
 - b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.
6. Said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Lake Point Estates, recorded in Miscellaneous Book 190, beginning at Page 35, in the Office of the Judge of Probate of Shelby County, Alabama.
7. Said property conveyed by this instrument is hereby restricted to use for single-family residential dwellings (with a density not to exceed one single-family unit per lot) 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.

THE ENTIRE CONSIDERATION OF THE PURCHASE PRICE RECITED ABOVE, WAS PAID FROM A MORTGAGE LOAN SIMULTANEOUSLY HEREWITH.

BOOK 388 PAGE 808

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8. Said property conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 2,100 square feet of finished floor space for a single story home and a minimum of 2,500 square feet of finished floor space for a multi-story home, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.
9. 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.

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 31ST day of JANUARY, 1992.

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

Diane Mingo

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

BY:

RE Thrown
Its Robert E. Thrower
Investment Officer

Witness:

Joseph J. Jackson

BY: HARBERT PROPERTIES CORPORATION

BY:

Dennis J. Clark
Its PRESIDENT

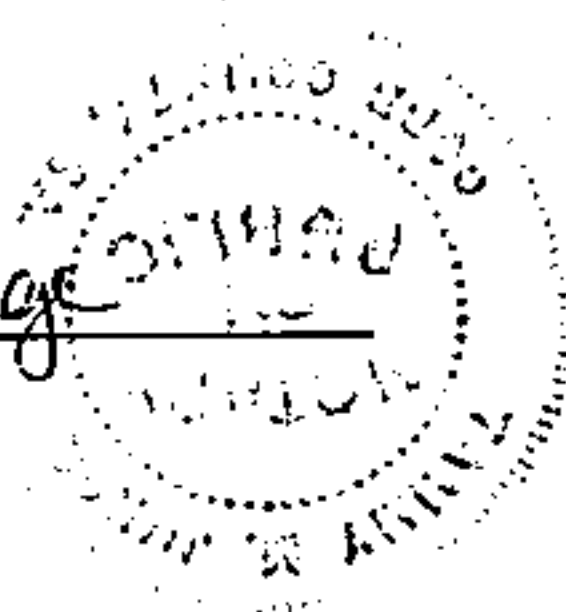
1. Deed Tax	\$	
2. Mfg. Tax	\$	
3. Recording Fee	\$	
4. Indexing Fee	\$	
5. No Tax Fee	\$	
6. Certified Fee	\$	
Total	\$	

STATE OF Georgia)
COUNTY OF Cobb)

I, Tammy M. Jung, a Notary Public in and for said County, in said State hereby certify that Robert E. Throver, 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 28th day of January, 1992.

Tammy M. Jung
Notary Public



My Commission expires:

Notary Public, Cobb County, Georgia
~~My Commission Expires April 30, 1993~~

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, DEBORAH A. HOPKINS, a Notary Public in and for said County, in said State, hereby certify that BARNETT J. FARLES, 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 31ST day of JANUARY, 1992.

Deborah A. Hopkins
Notary Public



My commission expires:

5/31/95

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

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JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax	\$	
2. Adm. Tax	\$	7.50
3. Recording Fee	\$	3.75
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	
Total	\$	12.50