

Value
\$500.⁰⁰—

THIS INSTRUMENT PREPARED BY:

Jada R. Hilyer
McKay Management Corporation
One Riverchase Office Plaza
Suite 200
Birmingham, Alabama 35244
(205) 988-4730

Purchaser's Address: RIVERCHASE BAPTIST CHURCH
2020 Crossvine Road
Birmingham, AL 35244

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN AND NO/100 (\$10.00) in hand paid by RIVERCHASE BAPTIST CHURCH (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 to GRANTEE, the following described real estate situated in Shelby County, Alabama:

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

Beginning at the SE corner of Lot 47, Riverchase West, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 150, run in a westerly direction along the south line of said Lot 47 for a distance of 152.18 feet to an existing iron pin being on the east right-of-way line of Old Montgomery Highway; thence turn an angle to the left of 98°22'24" and run in a southeasterly direction along said east right-of-way line of Old Montgomery Highway for a distance of 149.08 feet to a point, said point being on the north right-of-way line of Riverchase Parkway West; thence turn an angle to the left and run in an easterly direction along the arc of a curve in said north right-of-way line (said curve having a radius of 424.00 feet, a central angle of 2°15'14" and being concave in a southerly direction) for a distance of 88.48 feet to a point of reverse curve, said new curve being concave in a northwesterly direction and having a central angle of 82°57'50" and a radius of 25 feet; thence turn an angle to the left and run along the arc of said curve in an easterly and northeasterly direction for a distance of 36.20 feet to the point of ending of said curve, and being on the west right-of-way line of Crossvine Road; thence run in a northeasterly direction along said west right-of-way line of Crossvine Road for a distance of 137.05 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, 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.
6. 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

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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.

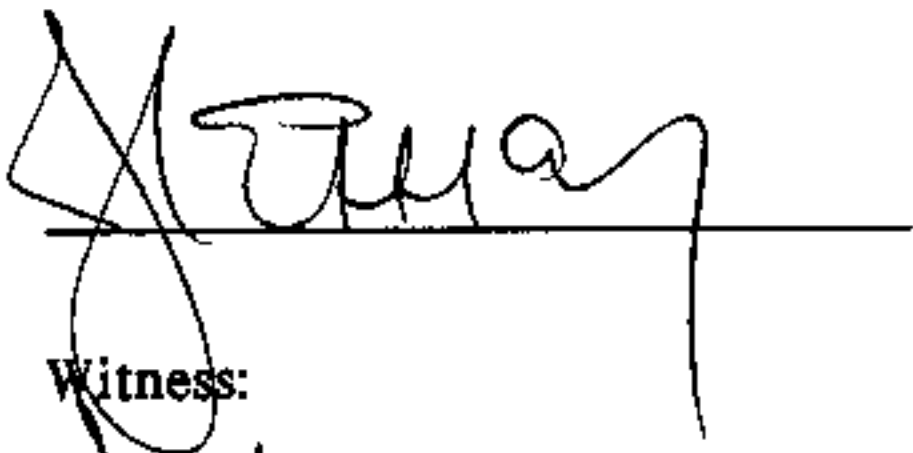
7. No permanent (except for a sign and playground area approved by the Riverchase Architectural Committee) or temporary structures (including seasonal displays) will be allowed to be placed on the property. The area shall remain in a natural state and the Grantee shall maintain the property including any landscape maintenance.
8. By acceptance of this deed, Grantee acknowledges and agrees that the property is being conveyed to Grantee with the understanding and agreement of Grantee that the property is intended to be used and restricted for a natural landscape buffer only and (except for an approved sign and playground area as referenced in Paragraph 7 above) no other uses shall be made of the property including live performances, meetings, areas for public forums, picnic areas, live or passive displays or any other uses or activity of whatsoever nature other than for a natural landscape area.

The restrictions, limitations, waivers, and releases set forth in paragraphs 6, 7, and 8 shall run with the land and be binding upon Grantee, its successors and assigns.

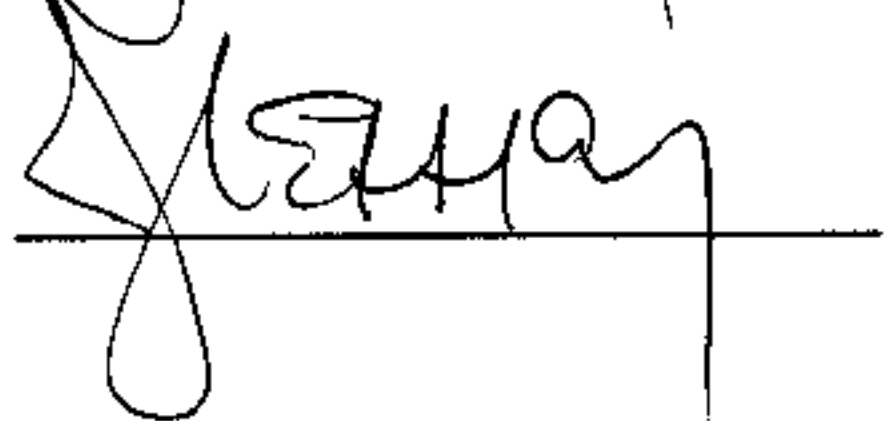
TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, forever.

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 2nd day of June, 1992.

Witness:



Witness:



THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES,
Its General Partner

BY: RE Thomas
Its Investment Officer

BY: HARBERT PROPERTIES CORPORATION
Its General Partner

BY: David Paul
Its President

STATE OF Alabama)
COUNTY OF Shelby)

I, Jada R. Hilgen, a Notary Public in and for said County, in said State hereby certify that Robert E. Krause, 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 2nd day of June, 1992.

Jada R. Hilgen
Notary Public

My Commission expires:

12-14-93

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Jada R. Hilgen, a Notary Public in and for said County, in said State, hereby certify that Barnett J. Parks, 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 2nd day of June, 1992.

Jada R. Hilgen
Notary Public

My commission expires:

12-14-93

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07/22/1992-14740
10:28 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MCD 12.00