

THIS INSTRUMENT PREPARED BY:

Jack G. Kowalski
Sadler, Sullivan, Sharp,
Fishburne & Van Tassel, P.C.
2500 SouthTrust Tower
Birmingham, Alabama 35203

INST #1996-11009

04/04/1996-11009
1:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

STATE OF ALABAMA)
SHELBY COUNTY)

VERIFIED STATEMENT OF LIEN

COMES NOW COSTON CONSTRUCTION COMPANY and files this statement in writing, verified by the oath of Kenneth Coston, Jr., who has personal knowledge of the facts herein set forth:

That said Coston Construction Company claims a lien upon the property situated in Jefferson County, Alabama, more specifically described on Exhibit A attached hereto and made a part hereof.

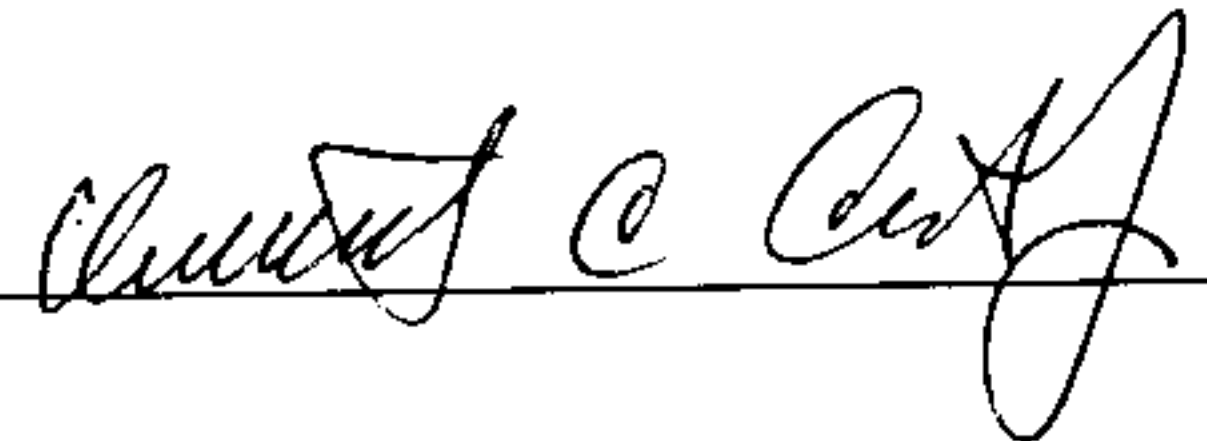
This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land to the extent of the entire lot or parcel which is contained within a city or town. If the said land is not within a city or town, this lien is claimed, separately and severally, as to the buildings and improvements located on the above-described real estate, plus one (1) acre of land surrounding and contiguous thereto.

That said lien is claimed to secure an indebtedness of (\$204,037.37) TWO HUNDRED FOUR THOUSAND THIRTY SEVEN AND 37/100 DOLLARS with interest from on or about January 14, 1996, for construction work, material, equipment and labor furnished to the owner of the property which construction work, material, equipment and labor was for use and was in fact so used in the above-described buildings, improvements and land.

The names of the owners or proprietors of the said property are Riverchase Office Partners and or Susan K. Kearny and J. Brooke Johnston, Jr. and First Alabama Bank (Construction Lender).

COSTON CONSTRUCTION COMPANY,
Claimant

By

 _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned, a Notary Public in and for the County of Jefferson, State of Alabama, personally appeared KENNETH COSTON, JR. who being duly sworn, doth depose and say: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me on this 4th day of April, 1996, by said Affiant.

Cathy Elliott
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 10-18-99

THIS DOCUMENT PREPARED BY:

J. Brooke Johnston, Jr., Esq.
HASKELL BLAUGHTER & YOUNG,
PROFESSIONAL ASSOCIATION
809 AmSouth-Sens Tower
Birmingham, Alabama 35203
(205) 251-1098

STATE OF ALABAMA)

COUNTY OF SHELBY)

DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THREE HUNDRED THIRTY-ONE THOUSAND and 00/100 DOLLARS (\$331,000.00), in hand paid by Riverchase Office Partners, a general partnership (hereinafter referred to as "Grantee"), to the undersigned, RIVERCHASE WELLNESS ASSOCIATES, a general partnership (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 South Quarter of Section 18, Township 18 South, Range 8 West, Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of said Section 18, run in a Westerly direction along the South line of said section for a distance of 3,471.33 feet; thence turn an angle to the right of 94° and run in a Northerly direction for a distance of 364.32 feet to an existing iron pin being a corner of the Baptist Medical Center Property; thence turn an angle to the right of 77°57'30" and run in an Easterly direction along the South line of said Baptist Medical Center Property for a distance of 1,003.06 feet to an existing iron pin being on the West right-of-way line of Riverchase Parkway East and being the point of beginning; thence turn an angle to the right of 125° and run in a Westerly direction for a distance of 400.33 feet to an existing iron pin; thence turn an angle to the left of 85°48'03" and run in a Southerly direction for a distance of 430.17 feet to an existing iron pin being on the Northwest right-of-way line of Parkway

Lake Drive; thence turn an angle to the left (183°55'33" to chord line) and run along the arc of the curved right-of-way line of Parkway Lake Drive (said curve being concave in a Northwesterly direction and having a central angle of 36°30' and a radius of 370.00 feet) for a distance of 305.43 feet to the end of said curved right-of-way line; thence run in a Northeasterly direction along a line tangent to the end of said curve and being the Northwest right-of-way line of Parkway Lake Drive for a distance of 123.83 feet to a point of curve; said curve being concave in a Westerly direction and having a radius of 50.00 feet and a central angle of 90°; thence turn an angle to the left and run along the arc of said curve for a distance of 32.37 feet to the end of said curve and being on the West right-of-way line of Riverchase Parkway East; thence run in a Northwesterly direction along a line tangent to the end of said curve and being the West right-of-way line of Riverchase Parkway East for a distance of 31.17 feet to another point of curve; said curve being concave in a Northeasterly direction and having a central angle of 17°33'42" and a measured radius of 648.95 feet; thence turn an angle to the right and run in a Northwesterly direction along the West right-of-way line of said Riverchase Parkway East for a distance of 196.30 feet, more or less, to the point of beginning.

Such land is conveyed subject to the followings:

1. Ad valorem taxes due and payable October 1, 1999.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning ordinances.
4. Said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Miscellaneous Book 13, beginning at page 80, as amended by Amendment No. 1 recorded in Miscellaneous Book 15, beginning at page 125, as further amended by Amendment No. 2 recorded in Miscellaneous Book 18, beginning at page 623, in the office of the Judge of Probate of Shelby County, Alabama.
5. It is understood that said property conveyed by this instrument is presently restricted to use as an office development/medical facility (with a density not to exceed 10,000 square feet per acre), in accordance with the Riverchase Architectural Committee Development Criteria for the Planned Office Development dated April 11, 1988, unless a change in use is authorized pursuant to the Riverchase Business Covenants, described in paragraph 4 above, said restriction to be effective for the same period of time as the

INST # 1996-11009

04/04/1996-11009

01:21 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MCD 13.50