

STATE OF ALABAMA)

COUNTY OF SHELBY)

This instrument was prepared by
Rachel J. Moore
2125 Morris Avenue
Birmingham, AL 35203

Inst # 1999-33648

08/10/1999-33648
03:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.30
005 HNS

VERIFIED CLAIM OF LIEN

Gardner Brothers Homebuilders, Inc., a corporation qualified under the laws of the State of Alabama, by and through Garry Gardner, who has personal knowledge of the facts herein set forth, files this statement in writing, verified by his oath. Gardner Brothers Homebuilders, Inc., claims a lien upon certain real property located at 1917 Crestridge Drive, Hoover, Alabama and situated in Shelby County, Alabama, more particularly described as follows:

SEE ATTACHED EXHIBIT A

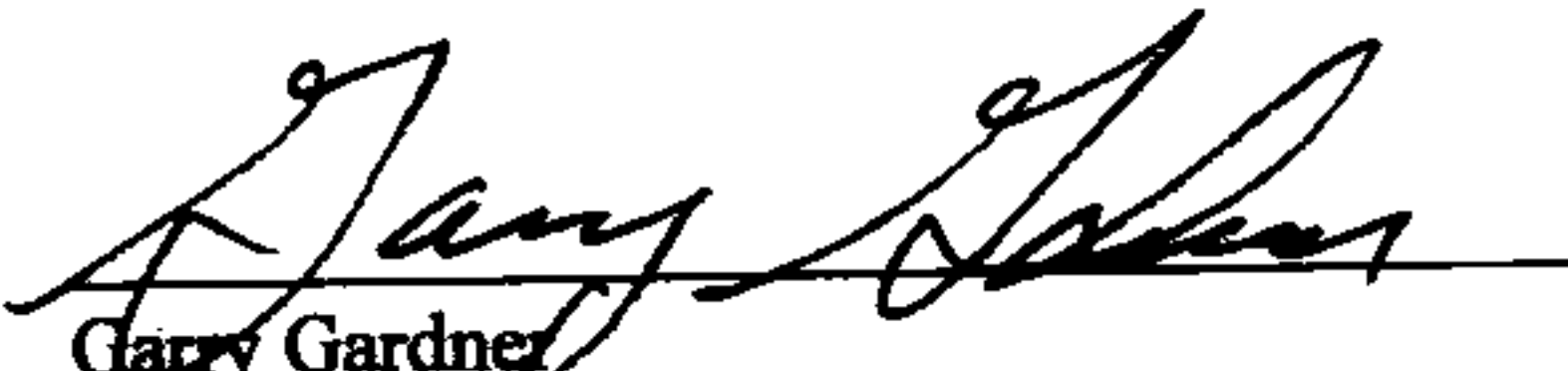
This lien is claimed, separately and severally, as to the land, buildings and improvements thereon to the extent of the entire lot or parcel which is contained within a city or town. If said land is not within a city or town, this lien is claimed, separately and severally, as to the buildings and improvements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

This lien is claimed on the above-mentioned land, buildings and improvements to secure the indebtedness owed by Harold Gregory Shipp in the amount of Thirty- Thousand Five Hundred Five and 47/100s Dollars (\$30,505.47), said sum being due and owing after all credits have been given, from the 1st day of July, 1999, and which sum, plus attorney's fees and interest thereon, is presently due and unpaid.

This sum of money is due and owing for materials and labor supplied by Gardner Brothers Homebuilders, Inc., said materials and labor being used for the construction of the buildings and

improvements on the above-described real property. The owner or proprietor of the above-described real property is Harold Gregory Shipp. The mortgage holder is First Bank of Childersburg.

GARDNER BROTHERS HOMEBUILDERS, INC.

By: 
Garry Gardner
Its: President
President

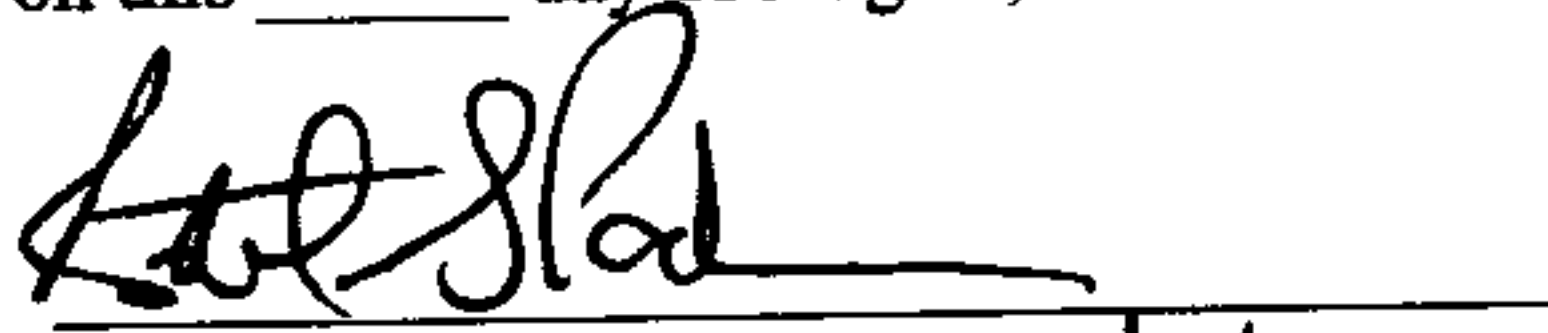
STATE OF ALABAMA)

COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public, in and for the County of Shelby, State of Alabama, personally appeared, Garry Gardner, who being duly sworn, deposes and says as follows: 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, information and belief.


Garry Gardner

Sworn to and Subscribed before me on this 5th day of August, 1999.


Notary Public
My Commission Expires: 7/11/02

THIS INSTRUMENT PREPARED BY:

Ronan J. Bostrom
THE HARBERT-EQUITABLE JOINT VENTURE
One Riverchase Office Plaza, Suite 200
Birmingham, Alabama 35244
(205) 988-4739

Purchaser's Address: 10385 Shippotown Road
Empire, AL 35063

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of SEVENTEEN THOUSAND NINE HUNDRED FORTY AND 00/100 DOLLARS (\$17,940.00) in hand paid by HAROLD GREGORY SHIPP (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 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 1206, according to the survey of Riverchase Country Club, 19th Addition as recorded in Map Book 9, Page 59, 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, 1997.
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 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.

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7. Said property conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 2300 square feet of finished floor space for a single story home or 2800 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.

8. Grantor has not made and specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning the nature and condition of the Property including, but not limited to, the water, soil, sub-soil conditions and geology of the Property, and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon. Grantee expressly acknowledges that no such other warranties or representations have been made by or on behalf of Grantor. It is expressly understood and agreed that with respect to the physical condition of the Property, the Property is being sold hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO (1) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY REGARDING HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR (2) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA PROVIDED OR TO BE PROVIDED BY GRANTOR TO GRANTEE. Grantee expressly acknowledges to Grantor that Grantee has made its own independent inspections and investigations of the Property and has purchased the Property (i) based solely upon and in reliance upon its own independent inspections and investigations of the Property, and (ii) without relying upon any representation, warranty or agreement by Grantor, its agents or contractors, or by any other person or entity purporting to act or speak for or on behalf of Grantor with respect to the condition of the Property or any part thereof. Grantee, for itself and its heirs, successors and assigns, waives and releases all claims of every nature whatsoever, present and future, against Grantor based upon or in connection with the condition of the Property, the soil or the sub-soil conditions, including but not limited to the presence of any underground mines, tunnels or sinkholes, or any subsidence of the surface of the Property related thereto or caused thereby, and hereby releases Grantor from any liability whatsoever with respect thereto. The provisions of this paragraph shall run with the land and shall be binding upon Grantee and all subsequent owners of the Property or any part thereof.

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 13th day of MARCH, 1997.

Witness:

Linda L. Quinn

THE HARBERT-EQUITABLE JOINT VENTURE,
an Alabama General Partnership

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

BY: Terrell E. Daffin
Its Terrell E. Daffin
Investment Officer

Witness:

Gennifer M. Harris

BY: HARBERT PROPERTIES CORPORATION,
Its General Partner

BY: Barnett J. Earles
Its Barnett J. Earles
PRESIDENT

STATE OF Georgia)
COUNTY OF FULTON)

I, Janet H. Johnston, a Notary Public in and for said County,
in said State hereby certify that Terrell E. Daffer, 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 20th day of
February, 1997.

Janet H. Johnston
Notary Public

My Commission expires:
Notary Public, Fulton County, Georgia
My Commission Expires June 4, 2000

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005 HWS

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Kimberly R. Hill, a Notary Public in and for said County,
in said State, hereby certify that Burnett G. Earles, whose name as
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 21st day of
February, 1997.

Kimberly R. Hill
Notary Public

My commission expires:
MY COMMISSION EXPIRES APRIL 14, 1997

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