

TO REPLACE THAT CERTAIN
DEED BETWEEN SAME PARTIES
DATED MARCH 14, 1986,
WHICH HAS BEEN LOST PRIOR
TO RECORDATION.

THIS INSTRUMENT PREPARED BY:

Jada Rene Hilyer
THE HARBERT-EQUITABLE JOINT VENTURE
Post Office Box 1297
Birmingham, Alabama 35201
(205) 988-4730

Purchaser's Address: DAVID M. TIDMORE
725 Golden Crest Cr.
Birmingham, Alabama 35209

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$35,500.00) in hand paid by DAVID M. TIDMORE (hereinafter referred to as "GRANTEE"), to the undersigned, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974 composed of Harbert International, Inc., 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 605-B, according to a Resurvey of Lot 604, Riverchase Country Club 14th Addition, as recorded in Map Book 8 Page 154, in the Office of the Judge of Probate of Shelby County, Alabama, and a Resurvey of Lot 605-A of a Resurvey of Lots 605 and 614, Riverchase Country Club, 14th Addition, as recorded in Map Book 8 Page 173 and re-recorded in Map Book 9, 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, 1986.
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:

\$30,175.00 of the above Purchase Price was paid with a Purchase Money mortgage recorded simultaneously with.

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*Harbert
& Equitable*

"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.

7. Said property conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 2,200 square feet of finished floor space on a one-story home or a minimum of 2,500 square feet of finished floor space on a multi-level (two-story, split-level, split foyer, one-and-one-half story) home, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.

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 16th day of May, 1986.

Witness:

Jessie L. Medley

Witness:

Jada Rose Higgins

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

BY:

Donald L. Batson
Its Donald L. Batson
Assistant Secretary

BY: HARBERT INTERNATIONAL, INC.

BY:

Its [Signature]

STATE OF Georgia
COUNTY OF Fulton

I, Pamela Brown Reese, a Notary Public in and for said County, in said State, hereby certify that Donald E. Bates, whose name as Assistant Secretary 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 19th day of May, 1986.

Pamela Brown Reese
Notary Public

My commission expires:
Notary Public, Georgia, State of Large
My Commission Expires Aug. 10, 1987

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STATE OF ALABAMA)
COUNTY OF Shelby)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 JUN -5 AM 8:53
Thomas A. Scarborough, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ 5.50
2. Mtg. Tax
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 14.00

I, Jada Rene Hilgers, a Notary Public in and for said County, in said State, hereby certify that Jerry M. Johnston, whose name as Treasurer of Harbert International, Inc., 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 16th day of May, 1986.

Jada Rene Hilgers
Notary Public

My commission expires:
Oct. 5, 1989

Notary Public Seal