

1263
THIS INSTRUMENT PREPARED BY:

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

Purchaser' Address: ED GRAY HOMES, INC.
2055 Wildflower Drive
Hoover, Al. 35244

TO REPLACE THAT CERTAIN DEED
BETWEEN SAME PARTIES DATED
APRIL 15, 1987 WHICH HAS
BEEN LOST PRIOR TO RECORDATION

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of SEVENTY-EIGHT THOUSAND EIGHT HUNDRED AND NO/100TH DOLLARS (\$78,800.00) in hand paid by ED GRAY HOMES, INC. FORMERLY JOE-ED, 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 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:

\$78,800 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith

Lots 2422 & 2423, according to the survey of Riverchase Country Club Twenty-fourth Addition Residential Subdivision, as recorded in Map Book 10, Page 64, in the Office of the Judge of Probate of Shelby County, Alabama.

Such land is conveyed subject to the following:

- BOOK 130 PAGE 819
1. Ad valorem taxes due and payable October 1, 1987.
 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."

✓
Cahaba Title

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 2,000 square feet of finished floor space for a single story home and an minimum of 2,300 square feet for a multi-story home and a maximum of 3,000 square feet of finished floor space, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.
8. 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 inspections 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 30th day of April, 1987.

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

Jay Ferguson

Witness:

Jada Hiza

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

BY:

Donald L. Batsen
Its ~~Assistant Secretary~~

BY: HARBERT INTERNATIONAL, INC.

BY:

J. P. V.P.
Its

STATE OF Georgia
COUNTY OF Fulton

I, Jessie L. Medley, a Notary Public in and for said County, in said State, hereby certify that Donald R. Baber, 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 30th day of April, 1987.

Jessie L. Medley
Notary Public



My commission expires:
Notary Public, DeKalb County, Georgia
My Commission Expires July 21, 1990

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STATE OF ALABAMA SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 MAY 15 AM 10:43

STATE OF ALABAMA

COUNTY OF Shelby

Thomas H. Henderson, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ —
2. Mtg. Tax —
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 8.50

I, Jada Rene Hilger, a Notary Public in and for said County, in said State, hereby certify that Jimmie Green, whose name as Vice President 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 4th day of May, 1987.

Jada Rene Hilger
Notary Public

My commission expires:

Oct. 5, 1989

