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THIS INSTRUMENT PREPARED BY:

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

Purchaser's Address: Riverchase Country Club
2000 Club Drive
Birmingham, AL 35244

\$500.00

Value

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

Parcel I

Part of the SE 1/4 of the SW 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the most northerly corner of Lot 3419, Riverchase Country Club, 34th Addition as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 15, Page 32, run in a southeasterly direction along the northeast line of said Lot 3419 for a distance of 211.05 feet to an existing iron pin, being the point of beginning; thence turn an angle to the right of 27°52'44" and run in a southerly direction for a distance of 27.96 feet to an existing iron pin being on the north right-of-way line of Country Club Circle; thence turn an angle to the left of 90° and run in an easterly direction along said north right-of-way line for a distance of 128.44 feet to an existing iron pin, being the southwest corner of Lot 3420 of said Riverchase Country Club, 34th Addition; thence turn an angle to the left of 90° and run in a northerly direction for a distance of 103.50 feet to an existing iron pin; thence turn an angle to the left of 130°12'40" and run in a southwesterly direction for a distance of 89.89 feet; thence turn an angle to the right of 43°05' and run in a westerly direction for a distance of 70.12 feet, more or less, to the point of beginning.

Parcel II

Part of the South 1/2 of the Southwest 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the southeast corner of Lot 56A, Riverchase Country Club 7th Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 176, run in a northeasterly direction along the southeast line of said Lot 56A for a distance of 99.50 feet to an existing iron pin being on the southwest right-of-way line of Country club Circle; thence turn an angle to the right and run in a southeasterly direction along the curved southwest right-of-way line of Country Club Circle for a distance of 224.56 feet to the point of ending of said curved right-of-way line; thence continue in an easterly direction along said southerly right-of-way line of Country Club circle for a distance of 30.17 feet; thence turn an angle to the right of 90° and run in a southerly direction for a distance of 3.7 feet, more or less, to a point on the common property line with Riverchase Country Club properties; thence turn an angle to the right and run in a westerly direction for a distance of 288.53 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, 1991.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning ordinances.

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4. Easements, rights of way, reservations, agreements, restrictions and setback lines of record.
5. The property conveyed herein (the "Property") is hereby restricted as follows, which restriction shall run with the land and shall be binding for the same period of time as the Riverchase Residential Covenants:
- (a) The Property shall attach to and run with the ownership of Riverchase Country Club, according to the survey of Riverchase Country Club, as recorded in Real Book 680, Pages 674-723, in the Office of the Judge of Probate of Jefferson County, Bessemer Division, and in Book 159, Pages 111-160 in the Office of the Judge of Probate, Shelby County, Alabama (the "Lot");
 - (b) Any conveyance of the Lot shall also convey the Property along therewith, whether or not the Property is described in such deed or instrument of conveyance;
 - (c) Any attempted sale, lease, transfer or other conveyance of the Property separate from the Lot shall be void and of no effect;
 - (d) Access to the Property shall be from the Lot, and Grantor, its successors or assigns, shall be under no obligation to provide any separate access to the Property.

It is the intent of this conveyance that the Property shall be treated in all respects as if it were a part of the Lot, to the same extent as if included in the original description of the Lot. All restrictions, subjections and limitations contained in the deed of the Lot from The Harbert-Equitable Joint Venture to the Riverchase Country Club, as recorded in Real Book 680, Pages 674-723, in the Office of the Judge of Probate of Jefferson County, Bessemer Division, and in Book 159, Pages 111-160 in the Office of the Judge of Probate, Shelby County, Alabama (including but not limited to the Riverchase Protective Covenants and private golf course and country club use restrictions described in such deed) shall be fully applicable to the Property, except that the Property shall be considered as part of the Lot rather than a separate parcel.

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 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 25TH day of SEPTEMBER, 1991.

Witness:

Jimmy M. Powell

Witness:

[Signature]

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

BY: RE Thrower
Its Robert E. Thrower
Investment Officer

BY: HARBERT PROPERTIES CORPORATION

BY: Michael E. Spier
Its Vice-President

STATE OF Alabama)
COUNTY OF Shelby)

I, Jada R. Wiley, a Notary Public in and for said County, in said State hereby certify that Robert C. Shivers, 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 26th day of September, 1991.

Jada R. Wiley
Notary Public

My Commission expires:

12-14-93

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

91 SEP 30 AM 8:52

1. Doc. Tax	50
2. Mig. Tax	7.50
3. Recording Fee	3.00
4. Indexing Fee	1.00
5. Mls Tax Fee	
6. Certified Fee	
Total	12.00

STATE OF ALABAMA)

COUNTY OF)

JUDGE OF PROBATE

I, Susan J. Reeves, a Notary Public in and for said County, in said State, hereby certify that Michael E. Spivey, whose name as Vice-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 26th day of September, 1991.

Susan J. Reeves
Notary Public

My commission expires:

MY COMMISSION EXPIRES JULY 18, 1994