

THIS DOCUMENT WAS PREPARED BY:

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STATE OF ALABAMA)
)
COUNTY OF SHELBY)


19760512000042940 1/3 \$.00
Shelby Cnty Judge of Probate, AL
05/12/1976 12:00:00AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of ONE HUNDRED EIGHTY ONE THOUSAND EIGHT HUNDRED EIGHT AND 50/100 DOLLARS (\$181,808.50) in hand paid by SHONEY'S SOUTH, INC., a corporation (hereinafter referred to as "GRANTEE"), to the undersigned, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974, composed of Harbert Construction 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:

Lot No. 7, Riverchase East First Sector,
a subdivision of Riverchase, according
to plat recorded in Map Book 6, page 76,
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, 1976.
2. Mineral and mining rights not owned
by GRANTOR.
3. Any applicable zoning ordinances.
4. Easements, rights of way, reservations,
restrictions and setback lines of record.
5. Subject to the modification specifically
provided in subparagraph (a), said property
conveyed by this instrument is hereby
subjected to the Declaration of Protective

BOOK 298 PAGE 620

Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Miscellaneous Book 13, beginning at page 50, as amended by Amendment No. 1 recorded in Miscellaneous Book 15, beginning at page 189, in the office of the Judge of Probate of Shelby County, Alabama, except as follows:

(a) Section 11.7 of said Declaration, insofar as it pertains to a change in use, shall not apply to GRANTEE herein, and in lieu thereof the following provision shall apply; otherwise, Section 11.7 shall remain in full force and effect and so applicable to subject property:

GRANTEE, its successors or assigns, covenant and agree to develop and use the property as a Hungry Fisherman or other type restaurant, as it shall determine from time to time to be advisable, during the period of twenty (20) years after the deed is recorded, or if it is not commercially practical to operate a Hungry Fisherman or other type restaurant, then such property shall be used for the closest related purpose and use as approved by GRANTOR or GRANTOR's successors or assigns, said approval not to be unreasonably withheld; and provided this restriction will not obligate GRANTEE, its successors or assigns, to operate a going business on said premises. In no event, shall the lake and lake area be changed from its use as a lake and lake area during the period of twenty (20) years after the deed is recorded.

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 thereunto on this the 22nd day of April, 1976.

Witnesses:

[Signature]
Darlene P. Alexander

Witnesses:

[Signature]
Sandra J. Jennings

THE HARBERT-EQUITABLE JOINT VENTURE

By: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

By [Signature]
Its Division Manager

By: HARBERT CONSTRUCTION CORPORATION

By [Signature]
Its Vice President



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STATE OF GEORGIA)

COUNTY OF FULTON)

I, CAROLYN K. PAGE, a Notary Public in and for said County, in said State, hereby certify that DONALD D. EVANS whose name as DIVISION MANAGER 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 22nd day of APRIL, 1976.

Carolyn K. Page
Notary Public

My commission expires: 8-17-76

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Judy M. Johnson, a Notary Public in and for said County in said State, hereby certify that Edwin M. Dixon whose name as Vice President of Harbert Construction 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 6th day of May, 1976.

Judy M. Johnson
Notary Public

My commission expires: July 18, 1976

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 MAY 12 PM 2:15
Filed May 18 1976
Gerald M. Johnson
JUDGE OF PROBATE

BOOK 238 PAGE 022



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