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THIS INSTRUMENT WAS PREPARED BY:

Randolph Lanier
Attorney at Law
Post Office Box 306
Birmingham, Alabama 35201

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$18,750.00) in hand paid by Mangrum Homes, 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 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:

The following is a description of a tract of land situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, said point also being the SW Corner of Section 25; thence run in a northerly direction along the west line of said section a distance of 1,206.76 feet; thence turn an angle of 90° to the right and leaving said section line, run in an easterly direction a distance of 400.30 feet, more or less, to the most northerly corner of Lot 2, First Addition to Riverchase Country Club, as recorded in Map Book 6, Page 116, in the office of the Judge of Probate, Shelby County, Alabama, to the point of beginning; thence, turn an angle of 61°40'59" to the right and run in a southeasterly direction along the northeasterly line of said Lot 2 a distance of 200.02 feet to a point on the northerly right-of-way line of Parkway West and a curve to the right, said curve having a central angle of 120°41'28" and a radius of 265.0 feet; thence turn an angle of 90° to the left; thence tangent to said curve run in an easterly direction along the arc of said curve and said right-of-way line a distance of 58.70 feet; thence tangent to said curve run in an easterly direction a distance of 62.68 feet along said right-of-way line; thence turn an angle of 90° to the left and leaving said right-of-way line, run in a northwesterly direction a distance of 195.95 feet; thence turn an angle of 92°32' to the left and run in a southwesterly direction a distance of 165.0 feet to the point of beginning and containing 27,822 sq.ft. or 0.6 acres, more or less.

It is intended that a Plat of the above-described property shall be recorded and that such property shall be known as Lot 1, Riverchase Country Club, 1st Addition.

Mangrum Homes Inc
912 Riverchase Dr. West

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1981.
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, as amended in Miscellaneous Book 17, beginning at page 550, in the Office of the Judge of Probate of Shelby County, Alabama.
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, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.

GRANTEE, its heirs and assigns, agree and covenant to terminate the use of any septic tank and field lines now or hereafter located on or serving said Lot 1, Riverchase Country Club, 1st Addition, at such time, if any, as an operating Sewage Treatment System may be made available to said Lot, and covenant to connect to such Sewage Treatment System at such time as it is available, at GRANTEE's sole expense. Further, GRANTEE agrees and covenants to give such easements as are necessary to the appropriate Sewer Authority for the construction of a sewer line to serve such Lot No. 1, Riverchase Country Club, 1st Addition.

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 effective on this the 17th day of February, 1981.

THE HARBERT-EQUITABLE JOINT VENTURE

Witnesses:

Evon Hays
David Evans

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

BY: Donald D. Evans
Its Assistant Vice President

Witnesses:

Roy L. Moore
Judy Sargent

BY: HARBERT CONSTRUCTION CORPORATION

BY: W.H. Rossman
Its President

STATE OF GEORGIA)

COUNTY OF FULTON)

19810403000036890 Pg 3/3 .00
Shelby Cnty Judge of Probate, AL
04/03/1981 00:00:00 FILED/CERTIFIED

I, CAROLYN K. ALEXANDER, a Notary Public in and for said County, in said State, hereby certify that DONALD D. EVANS, whose name as ASSISTANT VICE PRESIDENT 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 5th day of FEBRUARY, 1981.

Carolyn K. Alexander
Notary Public

My commission expires: 8-17-84

1981 APR -3 AM 11:17
Judy Sargent
Notary Public

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Judith R. Sargent, a Notary Public in and for said County, in said State, hereby certify that W.H. Rossman, 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 11th day of February, 1981.

Judith R. Sargent
Notary Public

My commission expires: My Commission Expires November 12, 1986