

Randolph Lanier
Balch, Bingham, Baker, Hawthorne,
Williams & Ward
600 North 18th Street
Birmingham, Alabama 35201

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THIRTY-TWO THOUSAND, NINE HUNDRED AND NO/100ths DOLLARS (\$32,900.00) in hand paid by Daniel L. Lyles and Dorothy N. Lyles (hereinafter referred to as "GRANTEE"), to the undersigned, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974, composed of Harbert Internaional, 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 said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingency remainder and right of reversion, the following described real estate situated in Shelby County, Alabama:

Lot 19, according to survey of Riverchase Country Club, Third Addition, as recorded in Map Book 7, Page 53, in the Probate office of Shelby County, Alabama.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1982.
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, except as follows: Sections 12.20 and 12.21 shall not be applicable.
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.

\$27,965.00 of the above purchase price was paid with a Purchase Money Mortgage recorded simultaneously herewith.

Purchase

7. Said property conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 2,500 square feet of finished floor space, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.

TO HAVE AND TO HOLD unto GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingency remainder and right of reversion.

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 April, 1982.

THE HARBERT-EQUITABLE JOINT VENTURE

Witnesses:

By: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

By RE Thorne
Its Asst. Vice President

Witnesses:

By: HARBERT INTERNATIONAL, INC.

By WHA Berman
Its Vice President

STATE OF Alabama)

COUNTY OF Shelby)

I, Judith R. Sargent, a Notary Public in and for said County, in said State, hereby certify that R. E. Shrouser, 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 16th day of April, 1982.

Judith R. Sargent
Notary Public

My commission expires:

My Commission Expires November 12, 1984



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

1982 APR 20 AM 10:24

Thomas A. Sargent, Jr.
JUDGE OF PROBATE

Security 419-972
Paid by 5.00
Recy 4.50
Exp. 1.00
10.50

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Judith R. Sargent, a Notary Public in and for said County, in said State, hereby certify that W.H. Roasman, 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 16th day of April, 1982.

Judith R. Sargent
Notary Public

My commission expires:

My Commission Expires November 12, 1984



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