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This instrument was prepared by:

VERNON N. SCHMITT, Attorney at Law  
P.O. Box 521 Leeds, Alabama 35094

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration , in hand paid by Charles Miele and wife, Susan M. Miele, (hereinafter referred to as "GRANTEE"), to the undersigned, Joseph N. Miele and wife, Posha M. Miele, (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 234, according to the survey of Riverchase Country Club Ninth Addition, as recorded in Map Book 8, Page 46 A & B, in the Probate Office of Shelby County, Alabama.

For further consideration, the GRANTEES herein assume and agree to pay the certain Purchase Money Mortgage and Note from Joseph N. Miele and wife, Posha M. Miele to The Harbert-Equitable Joint Venture, an Alabama joint partnership, recorded in Mortgage Book 423, Page 688, 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, 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:

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- 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."

- b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.
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 2,200 square feet of finished floor space on a one-story home or a minimum of 2,500 square feet of finished floor space on a multi-level (two-story, split-level, split foyer, one-and-one-half story) home, unless otherwise authorize pursuant to Riverchase Residential Covenants, as described in paragraph 3 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, we have hereunto set our hand(s) and seal(s),  
 this 24<sup>th</sup> day of Sept, 1982.

WITNESS:

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
 JOSEPH N. MIELE  
 \_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
 ROSHA M. MIELE

STATE OF ALABAMA )  
SHELBY COUNTY )

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Joseph N. Miele and wife, Posha M. Miele, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

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Given under my hand and official seal this 24<sup>th</sup> day of

Sept A.D., 19 82



Vernon W. Schmidt  
NOTARY PUBLIC

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

1982 OCT -5 AM 8:38

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Deed 50  
Rec 4.50  
Fid. 1.00  
6.00