

CORRECTIVE DEED: This deed is to correct and replace that certain deed of Lot 259 of Riverchase Country Club Ninth Addition Subdivision, dated December 21, 1982 in in Deed Book 344 Page 625 in the Probate Office of Shelby County, Alabama.

THIS DOCUMENT PREPARED BY:

Randolph Lanier  
Balch, Bingham, Baker, Hawthorne,  
Williams and Ward  
Post Office Box 306  
Birmingham, AL 35201

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THIRTY THREE THOUSAND SEVEN HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$33,725.00) in hand paid by CVM ENTERPRISES, 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 International, 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 the said GRANTEE the following described real estate situated in Shelby County, Alabama:

Lot 259-A, according to the Resurvey of Lots 259, 260, and 261 of Riverchase Country Club Ninth Addition, as recorded in Map Book 8, Page 98, 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, 1983.
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:
  - 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 authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.

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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 23rd day of March, 1983.

THE HARBERT-EQUITABLE JOINT VENTURE

By: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

Witnesses:

Phonke Brown Reese  
Ervin Hagin

By Donald L. Borton  
Its Asst. Vice President

Witnesses:

Robert J. Smith  
Joseph E. M. King

By: HARBERT INTERNATIONAL, INC.

By W. H. Hoffman  
Its Vice President

STATE OF Georgia )  
COUNTY OF Fulton )

I, Jay P. Ferguson, a Notary Public in and for said County, in said State, hereby certify that Donald L. Batson, whose name as Regional 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 17 day of February, 1983.

Jay P. Ferguson  
Notary Public

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My commission expires:

Notary Public, Georgia, State at Large  
My Commission Expires Mar. 15, 1985

STATE OF ALABAMA )  
COUNTY OF )

I, Marilyn H. Young, a Notary Public in and for said County, in said State, hereby certify that W. H. Roosman, 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 23rd day of March, 1983.

Marilyn H. Young  
Notary Public

My commission expires:

My Commission Expires November 30, 1986

ACKNOWLEDGEMENT OF GRANTEE

GRANTEE hereby acknowledges that this corrective deed replaces and supercedes that certain deed recorded in Deed Book 344, Page 625 in the Probate Office of Shelby County, Alabama, and that deed recorded in Deed Book 344, Page 625 is null and void.

Joseph E. H. Young  
Witness

C. V. Mitchell - President  
Grantee

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STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, Marilyn H. Young, a Notary Public in and for said County, in said State, hereby certify that C. V. Mitchell, whose name as President 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 executed the same voluntarily.

Given under my hand and official seal, this the 23rd day of March, 1983.

Marilyn H. Young  
Notary Public

My commission expires:

My Commission Expires November 30, 1986

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
Corrected  
1983 APR -1 AM 9:48

Thomas A. Shivers, Jr.  
JUDGE OF PROBATE

Rec 600  
100  
700