

THIS INSTRUMENT 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 SIXTEEN THOUSAND NINE HUNDRED TEN AND NO/100 DOLLARS (\$16,910.00) in hand paid by NATTER PROPERTIES, 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 17, Riverchase West Third Addition Residential Subdivision, as recorded in Map Book 7, Page 139, 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, 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 500, 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.

COLONIAL BANK
of Birmingham, N.A.
P. O. BOX 1887, BIRMINGHAM, AL 35201

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 1550 square feet and a maximum of 2250 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 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 21st day of March, 1983.

BOOK 346 PAGE 183

Witnesses:

Barbara Lewis
Joseph E. H. King

Witnesses:

Barbara Lewis
Joseph E. H. King

THE HARBERT-EQUITABLE JOINT VENTURE

By: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

By Donald L. Bateman
Its Asst Vice President

By: HARBERT INTERNATIONAL, INC.

By [Signature]
Its

STATE OF Alabama)
COUNTY OF Shelby)

I, Marilyn H. Young, a Notary Public in and for said County, in said State hereby certify that Donald L. Baton, 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 1st day of March, 1983.

Marilyn H. Young
Notary Public

My commission expires:

My Commission Expires November 30, 1986

BOOK 346 PAGE 184

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Marilyn H. Young, a Notary Public in and for said County, in said State, hereby certify that E. M. Dixon, whose name as Executive 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 1st day of March, 1983.

Marilyn H. Young
Notary Public

My commission expires:

My Commission Expires November 30, 1986

AGREEMENT CONCERNING AN ENCROACHMENT ON LOT 17
RIVERCHASE WEST 3RD ADDITION AS RECORDED IN MAP
BOOK 7 PAGE 139 IN THE OFFICE OF JUDGE OF PROBATE,
SHELBY COUNTY, ALABAMA

Lot 16 Riverchase West 3rd Addition has a concrete drainage flume which encroaches on Lot 17 both recorded in Map Book 7 Page 139 of the office of Judge of Probate of Shelby County, Alabama as shown on the attached survey by Lawrence D. Weygand dated March 11, 1983. The encroachment is approximately 7.4 ft. into Lot 17.

The owner of Lot 16, their successors or assigns, agrees to have the concrete flume removed from Lot 17 within 7 days from a notice requesting its removal given by the owners of Lot 17, their successors or assigns.

CVM Enterprises agrees to remove the encroaching concrete flume from Lot 17 at its expense within 7 days after being given notice requesting its removal by the owners of Lot 16, their successors or assigns. The parties agree to these conditions as indicated by their signature below on this

22nd of March, 1983.

CVM Enterprises

C. V. Mitchell - President
Its

Owners of Lot 16 Riverchase West 3rd Addition

Michael Edward Osborn
Michael Edward Osborn

Tamara Carol Osborn
Tamara Carol Osborn

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 - President

whose name 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, they execute the same voluntarily.

Given under my hand and official seal, this the 17th day of March, 1983.

Marilyn H. Young
Notary Public

My commission expires:

My Commission Expires November 30, 1986

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Marilyn H. Young, a Notary Public in and for said County, in said State, hereby certify that Michael Edward Osborn

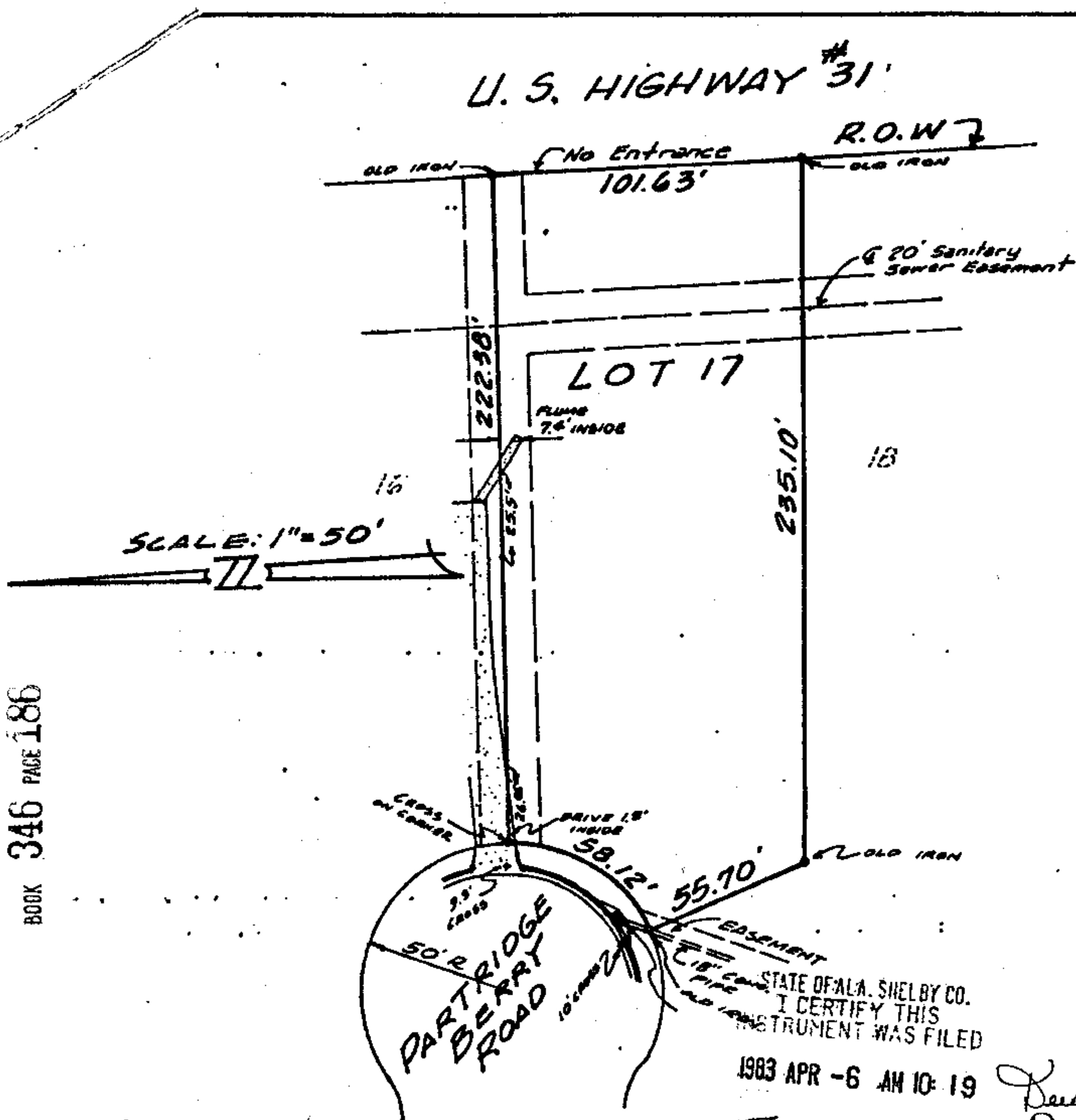
Tamara Carol Osborn whose names is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they execute the same voluntarily.

Given under my hand and official seal, this the 22nd day of March, 1983.

Marilyn H. Young
Notary Public

My commission expires:

My Commission Expires November 30, 1986



STATE OF ALABAMA
JEFFERSON COUNTY

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 APR -6 AM 10:19
Thomas A. Shouder, Jr.
JUDGE OF PROBATE

Deed TAX 17.0
Rec 7.5
Jud 1.0
25.5

I, Laurence D. Weygand, a registered Engineer- Land Surveyor, certify that I have surveyed Lot 17, Block -, 3RD ADD, RIVERCHASE WEST RESIDENTIAL SUBD., as recorded in Map Volume 7, Page 139, in the office of the Judge of Probate SHELBY County, Alabama; that there are no right-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in a special flood hazard area; that there are no encroachments on said lot except as shown; that improvements are located as shown above; and that the correct address is as follows: PARTRIDGE BERRY ROAD; according to my survey of: MARCH 11, 1983

Order No.

Laurence D. Weygand
Laurence D. Weygand, Reg. No. 10 323 phone: 939-0900