

STATE OF ALABAMA                    )  
COUNTY OF JEFFERSON                )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THIRTY TWO THOUSAND FOUR HUNDRED NINETY AND NO/100 DOLLARS (\$32,490.00) in hand paid by W. Barrett Nichols and Wife, Linda M. Nichols (hereinafter referred to as "GRANTEES"), 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 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 Jefferson County, Alabama:

Lot 6, according to Riverchase Country Club Fourth Addition Residential Subdivision, as recorded in Map Book 115, Page 99, in the Bessemer Division of the Probate Office of Jefferson 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 Real Volume 348, beginning at Page 49, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, as amended by Amendment No. 1 recorded in Real Volume 348, beginning at Page 822, in the office of the Judge of Probate of Jefferson County, Alabama, Bessemer, Division, except as follows:
  - a) The first sentence of Section 12.20 entitled "Construction Period" shall be deleted and the

"\$27,616.50 of the above purchase price was paid with a Purchase Money Mortgage recorded simultaneously herewith."

Riverchase  
P.O. Box - 1297  
Bham 35201

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 as a single-family residential dwelling, unless a change in use is authorized in accordance with the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), as amended, 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 2,500 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 13<sup>th</sup> day of July, 1983.

THE HARBERT-EQUITABLE JOINT VENTURE

Witnesses:

Pamela Dixon Reese  
Evon Hagin

By: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

By James L. Brown  
Its Assistant Vice President

Witnesses:

Andy Aldridge  
Marilyn Young

By: HARBERT INTERNATIONAL, INC.

By W.H. Forman  
Its Vice President

STATE OF GEORGIA )

COUNTY OF FULTON )

I, COECOLYN K. ALEXANDER, a Notary Public in and for said County, in said State, hereby certify that DONALD L. BARTSON, 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 13<sup>th</sup> day of July, 1983.

Coecolyn K. Alexander  
Notary Public

My commission expires:

Notary Public, Georgia, State at Large  
My Commission Expires Aug. 17, 1984.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
NOTARY PUBLIC WAS FILED  
See Mtg. 433-927  
1983 JUL 20 AM 8:27

Rec. 450  
Inl. 100  
500

STATE OF Alabama

COUNTY OF Shelby )

Thomas A. Stevenson, Jr.  
JUDGE OF PROBATE

I, Cynthia A. Aldridge, a Notary Public in and for said County in said State, hereby certify that Dr. D. Rossman, 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 12<sup>th</sup> day of July, 1983.

Cynthia A. Aldridge  
Notary Public

My commission expires:

MY COMMISSION EXPIRES FEBRUARY 3, 1986