

Randolph H. Lanier
Balch, Bingham, Baker, Ward, Smith,
Bowman and Thagard
Post Office Box 306
Birmingham, Alabama 35201

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of TWENTY SEVEN THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS (\$27,930.00) in hand paid by Leo A. and Ann M. Morehouse (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 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, 275 according to Riverchase Country Club Ninth Addition Residential Subdivision, as recorded in Map Book 8, Pages 46A&B, 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, 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:

Riverchase

"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.

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 duly authorized officers effective on this the 9th day of September, 1983.

WITNESS:

Terrie L. Medley

WITNESS:

Cindy Aldridge

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

BY: Arnell L. Burton
Its Assistant Vice President

BY: HARBERT INTERNATIONAL, INC.

BY: Frank Harbert
Its

STATE OF)

COUNTY OF)

I, Pamela Brown Reese, a Notary Public in and for said County, in said State, hereby certify that Donald H. Batson, 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 6th day of September, 1983.

Pamela Brown Reese
Notary Public

My commission expires:

Notary Public, Georgia, State at Large
My Commission Expires Aug. 10, 1987

STATE OF Alabama)
COUNTY OF Shelby)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1983 SEP 29 AM 8:24
see MGH 37-113
Thomas J. Harrison, Jr.
JUDGE OF PROBATE

Deed TAX	4.50
Rec	4.50
Ind	1.00
	<u>10.00</u>

I, Cynthia A. Aldridge, a Notary Public in and for said County, in said State, hereby certify that Bill D. Harbert, whose name as Pres. & Chief Operating Officer 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 7th day of September, 1983.

Cynthia A. Aldridge
Notary Public

My commission expires:

MY COMMISSION EXPIRES FEBRUARY 3, 1986