

THIS INSTRUMENT PREPARED BY:

R. Stephen Griffis
Thompson, Griffis & Brunson, P.S.
1609 - 21st Street, South
Birmingham, Alabama 35205

SEND TAX NOTICE TO:

R. Stephen Griffis
1609 - 21st Street, South
Birmingham, Alabama 35205

STATE OF ALABAMA)

COUNTY OF SHELBY)

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 R. STEPHEN GRIFFIS AND KONNYE L. GRIFFIS (hereinafter referred to as "GRANTEE"), to the undersigned, JACK J. GRIFFIS AND LINNIE MAE B. GRIFFIS, (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 43, according to Riverchase West Third Addition Residential Subdivision, as recorded in Map Book 7, Page 139, 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, 1984.
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.

The entire consideration of the purchase price recited above, was paid from a mortgage loan simultaneously herewith.

✓ First Ala. Bank

BOOK 355 PAGE 419

7. Said property conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 1,550 square feet and a maximum of 2,250 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 the 4th day of May, 1984.

Nanette L. Jones
Witness

Jack J. Griffis
JACK J. GRIFFIS

Nanette L. Jones
Witness

Linnie Mae B. Griffis
LINNIE MAE B. GRIFFIS

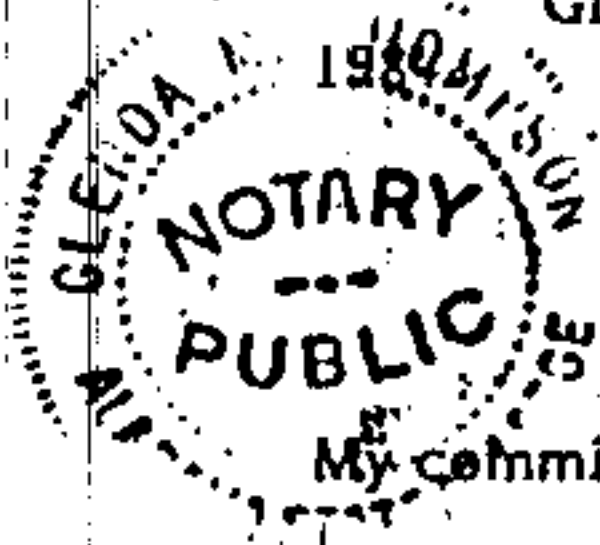
STATE OF ALABAMA)

Jefferson COUNTY)

I, Blenda M. Thompson, a Notary Public in and for said County, in said State, hereby certify that JACK J. GRIFFIS and LINNIE MAE B. GRIFFIS, 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 such instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 4th day of May,

Blenda M. Thompson
NOTARY PUBLIC



My commission expires:
1-12-87

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
See 0029 448-404
1984 MAY 11 AM 8:31 Rec. 300
700
400