

THIS INSTRUMENT PREPARED BY:

Jada Rene Hilyer
THE HARBERT-EQUITABLE JOINT VENTURE
Post Office Box 1297
Birmingham, Alabama 35201
(205) 988-4730

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00) in hand paid by GYRO-WRAP OF ALABAMA, 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 Jefferson County, Alabama:

Lot 43, according to the survey of Riverchase Country Club Fourth Addition Residential Subdivision, as recorded in Map Book 21, Page 8, in the Office of the Judge of Probate of Jefferson County, Alabama.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1985.
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 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.

"\$22,950.00 of the above Purchase Price was paid with a Purchase Money Mortgage recorded simultaneously herewith."

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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 2,500 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 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 the 26th day of April, 1985.

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

Ponda Brown Reese

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

BY: Donald L. Patton
Its Assistant Vice President

Witness:

Jessie L. Medley

BY: HARBERT INTERNATIONAL, INC.

BY: W. H. Foxman
Its Vice President

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STATE OF Alabama)

COUNTY OF Shelby)

I, Jada Sims Hilper, a Notary Public in and for said County, in said State, hereby certify that Donald L. Bate, whose name as 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 26th day of April, 1985.

Jada Sims Hilper
Notary Public

My commission expires:

October 5, 1985

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 MAY -1 AM 8:49

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

Deed TAX 4.50
Rec 7.50
Ind 1.00
13.00

STATE OF ALABAMA)

COUNTY OF Shelby)

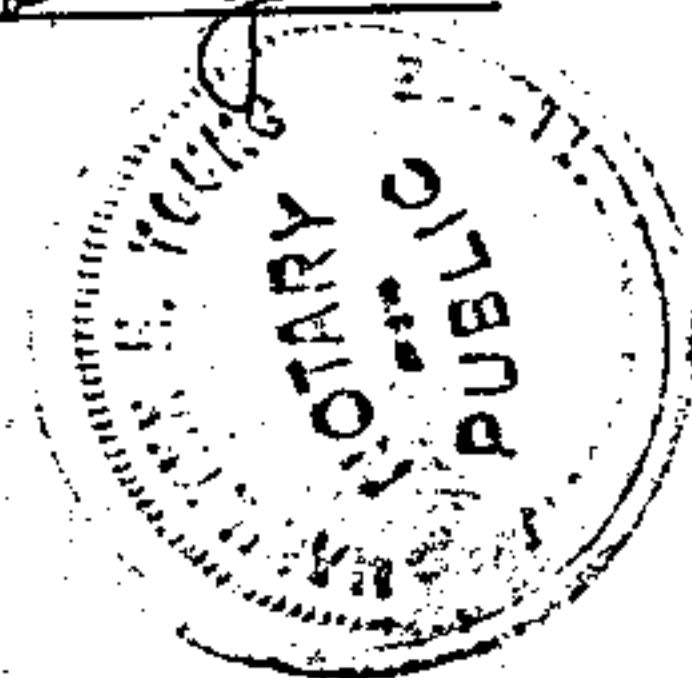
I, Maileyn H. Young, a Notary Public in and for said County, in said State, hereby certify that W. H. Rossman, whose name as Vice-President of Harbert International, Inc., a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, is 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 26th day of April, 1985.

Maileyn H. Young
Notary Public

My commission expires:

November 30, 1986



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