

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 SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$37,500.00) in hand paid by D & B BUILDERS, 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 2208, according to the survey of Riverchase Country Club Twenty-second Addition Residential Subdivision, as recorded in Map Book 9, Page 124, 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, 1986.
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, 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.

\$37,500.00 of the purchase price recited above was paid from mortgage loan closed 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 2,000 square feet of finished floor space on a one-story home or a minimum of 2,200 square feet of finished floor space on a multi-level (two-story, split-level, split foyer, one-and-one-half story) home, and a maximum of 3,000 s.f. 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 20<sup>th</sup> day of December, 1985.

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

Jessie L. Medley

Witness:

Jada Hylgen

BY: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

BY: Donald L. Batson  
Its Assistant Secretary

BY: HARBERT INTERNATIONAL, INC.

BY: E. W. Wilcox  
Its Executive Vice President

Purchaser's Address: D & B BUILDERS, INC.  
P. O. Box 309  
McCalla, Alabama 35111

STATE OF Georgia,  
COUNTY OF Fulton,

I, Pamela Brown Reese, a Notary  
Public in and for said County, in said State, hereby certify that  
Donald L. Bateson, whose name as  
Assistant Secretary 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 December, 1985.

Pamela Brown Reese  
Notary Public

My commission expires:  
Notary Public, Georgia, State of Large  
My Commission Expires Aug. 10, 1987

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STATE OF ALABAMA )  
COUNTY OF Shelby )

I, Jada Sims Hilgen, a Notary  
Public in and for said County, in said State, hereby certify that  
Edwin 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 18<sup>th</sup>  
day of December, 1985.

Jada Sims Hilgen  
Notary Public

My commission expires:

October 5, 1985

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

1986 JAN -8 AM 10:06

Thomas G. Shoultz, Jr.  
JUDGE OF PROBATE

Rec'd 7.50  
Jud 1.00  
8.50

