

THIS INSTRUMENT PREPARED BY:

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

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

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in exchange of real property and other good and valuable consideration 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 1216, according to the survey of Riverchase Country Club Nineteenth Addition Residential Subdivision, as recorded in Map Book 9, Page 59, 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. Requirements of the Shelby County Health Department for permits, construction, and approval of septic tanks.
6. 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.

\$27,900.00 of the purchase price recited above was paid from mortgage loan closed simultaneously with.

7. 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.
8. 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-an-one-half story) home, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 6 above.

GRANTEE agrees to install and connect a sanitary sewer service line from the house to be constructed on the lot conveyed to GRANTEE herein to the capped sewer line which is already in place in the subdivision. GRANTEE recognizes that said sanitary sewer service line will be in addition to the septic tank system if the capped sewers are not in operation before the occupancy of the house to be constructed on the property. GRANTEE, at its sole expense, shall obtain all permits necessary for the installation of said sanitary sewer service line.

GRANTEE, his heirs and assigns, agree and covenant to terminate the use of any septic tank and field lines now or hereafter located on or serving said Lot 1216, Riverchase Country Club Nineteenth Addition Residential Subdivision, at such time, if any, as an operating Sewage Treatment System may be made available to said Lot 1216, and covenant to connect, at the direction of the authority of such Sewage Treatment System and at GRANTEE'S sole expense, to such Sewage Treatment System at such time as it is available.

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 28<sup>th</sup> day of February, 1986.

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

Jessie L. Medley

Witness:

Jada H. Hays

BY: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

BY: Donald L. Batson  
Its Donald L. Batson  
Assistant Secretary

BY: HARBERT INTERNATIONAL, INC.

BY: [Signature]  
Its [Signature]

STATE OF Georgia  
COUNTY OF Fulton

I,  Pamela Brown Ruse , a Notary Public in and for said County, in said State, hereby certify that  Donald J. Batson , 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  26<sup>th</sup>  day of  February , 1986.

Pamela Brown Ruse   
Notary Public

My commission expires:

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

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

1986 MAR 10 AM 9:25

STATE OF ALABAMA )

COUNTY OF Shelby )

Thomas C. Shelton, Jr.   
JUDGE OF THE COURT

1. Deed Tax \$  —   
2. Mtg. Tax  —   
3. Recording Fee  7.50   
4. Indexing Fee  1.00   
TOTAL  8.50

I,  Jada Lewis Hilyer , a Notary Public in and for said County, in said State, hereby certify that  Jerry M. Johnston , whose name as  Treasurer  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  27<sup>th</sup>  day of  February , 1986.

Jada Lewis Hilyer   
Notary Public

My commission expires:

October 5, 1989

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