

THIS INSTRUMENT PREPARED BY:

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

1732  
\$26,500.00 of the above re-  
cited consideration was paid  
from a mortgage loan closed  
simultaneously herewith.

Purchaser' Address: KAM BUILDERS  
102 Hunters Point Cr  
Bessemer, Alabama 35023

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the  
sum of TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS  
(\$26,500.00) in hand paid by KAM BUILDERS, an Alabama General  
Partnership (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 1117, according to the survey of Riverchase Country  
Club Eighteenth Addition Residential Subdivision, as  
recorded in Map Book 9, Page 86, 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."

Central Bank of the S.

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 1,700 square feet and a maximum of 2,300 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 this the 17 day of April, 1986.

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

BY: Donald L. Batson  
Its Asst Secretary

BY: HARBERT INTERNATIONAL, INC.

BY: E. W. Miller  
Its Executive Vice-President

BOOK 069 PAGE 681

Witness:

Irma L. Medley

Witness:


Jada Sims Helge

STATE OF Georgia )  
COUNTY OF Fulton )

I, Joy P. Ferguson, a Notary Public in and for said County, in said State, hereby certify that Donald L. 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 17th day of April, 1986.

Joy P. Ferguson  
Notary Public



My commission expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires May 19, 1989

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

1986 APR 29 AM 10 24

Thomas A. Shoultz, Jr.  
JUDGE OF PROBATE

1. Deed Tax	\$ <u>1.00</u>
2. Mtg. Tax	<u>0.00</u>
3. Recording Fee	<u>7.50</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>8.50</u>

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 21st day of April, 1986.

Jada Sims Hilgen  
Notary Public

My commission expires:

October 5, 1989

