

THIS INSTRUMENT PREPARED BY:

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

Purchaser's Address: BRUCE R. HOADLEY and CINDY L. HOADLEY
2026 Briarberry Drive
Birmingham, Alabama 35236

STATE OF ALABAMA)
COUNTY OF SHELBY) \$23,900.00 Of the above recited consideration
was paid from a mortgage loan closed simultaneously
herewith.

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of TWENTY-THREE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$23,900.00) in hand paid by BRUCE R. HOADLEY and CINDY L. HOADLEY (hereinafter referred to as "GRANTEES"), 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 GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingency remainder and right of reversion, the following described real estate situated in Shelby County, Alabama:

413, according to the survey of Riverchase Country Club Eleventh Addition Residential Subdivision, as recorded in Map Book 8, Page 160, 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, 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 So.

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 1,550 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 GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingency remainder and right of reversion. 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 28th day of February, 1986.

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

Issie L. Medley

BY: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

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

Witness:

Jada H. Hign

BY: HARBERT INTERNATIONAL, INC.

BY: [Signature]
Its Treasurer

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

1986 JUN 12 AM 10:29

Thomas A. [Signature]
JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 6.00