

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: BURNS BROTHERS CONSTRUCTION COMPANY, INC.  
1401 Molly's Place  
Alabaster, Alabama 35007

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$18,500.00) in hand paid by BURNS BROTHERS CONSTRUCTION COMPANY, 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 48, according to the survey of Riverchase West Third Addition Residential Subdivision, as recorded in Map Book 7, Page 139, 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."
  - b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.

*First Southern*

BOOK 076 PAGE 607

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 1550 square feet and a maximum of 2250 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 2nd day of June, 1986.

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

Jessie L. Medley

BY: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

BY:

Donald L. Batson  
Its Donald L. Batson  
Assistant Secretary

Witness:

Jada Hlyen

BY: HARBERT INTERNATIONAL, INC.

BY:

[Signature]  
Its [Signature]

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. 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 24 day of April, 1986.

Pamela Brown Reese  
Notary Public

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



STATE OF ALABAMA )  
COUNTY OF Shelby )

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

1986 JUN 16 AM 10:52

Thomas P. Shanderson, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$ 18.50  
2. Mtg. Tax         
3. Recording Fee 7.50  
4. Indexing Fee 1.00  
TOTAL 27.00

I, Jada Rene 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 6th day of May, 1986.

Jada Rene Hilyer  
Notary Public

My commission expires:

Oct. 5, 1989

