

2486

THIS INSTRUMENT WAS PREPARED BY:
Randolph H. Lanier
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201

1250

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by The Oaks Partnership, an Alabama general partnership (hereinafter referred to as "GRANTEE"), to the undersigned, Harbert Enterprises, an Alabama general partnership (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 said GRANTEE the following described real estate situated in Shelby County, Alabama:

ALL OF GRANTOR'S UNDIVIDED ONE-THIRD (1/3) INTEREST IN:

A tract of land situated in the S½ of the SW¼ of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of Section 26, thence East along the South line of said section 1,075.56 feet; thence 90°00'00" left, 696.17 feet to the point of beginning; thence 18°58'28" right, 559 feet, more or less, to the centerline of the Cahaba River; thence Easterly and Northeasterly along the centerline of the Cahaba River following the meanders thereof 856 feet, more or less; thence S 03°50'29"E, 281 feet, more or less; thence 46°05'56" right 551.50 feet; thence 61°34'20" left, 117.12 feet to the right-of-way of a proposed road "A"; thence 116°34'54" right to the tangent of a curve to the left, said curve having a central angle of 08°16'01" and a radius of 440.00 feet; thence along the arc of said curve and proposed right-of-way 63.49 feet; thence tangent to curve along the proposed right-of-way, 130.21 feet to a curve to the left, said curve having a central angle of 09°38'53" and

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End A

a radius of 210.00 feet; thence along the arc of said curve and proposed right-of-way, 35.36 feet to the tangent point of a curve to the right of a proposed road "B" right-of-way, said curve having a central angle of 76°27'53" and a radius of 25.00 feet; thence leaving said proposed road "A" right-of-way, along the arc of said curve of proposed road "B" right-of-way, 33.36 feet; thence tangent to curve and along the proposed road "B" right-of-way 54.99 feet to a curve to the left, said curve having a central angle of 51°52'00" and a radius of 210.00 feet; thence along the arc of said curve and proposed right-of-way 190.10 feet; thence tangent to curve and along the proposed right-of-way 233.20 feet to a curve to the right, said curve having a central angle of 10°49'39" and a radius of 470.00 feet; thence along the arc of said curve and proposed right-of-way 88.82 feet to the point of beginning and containing 13.04 acres, more or less.

None of the above property constitutes the homestead of the GRANTOR.

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. Subject to the modification specifically provided in subparagraph (a), said property conveyed by this instrument is subjected in deed recorded in Book 312, Page 262, to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), recorded in Miscellaneous Book 14, beginning at page 536, as amended by Amendment No. 1 recorded in Miscellaneous Book 17, beginning at page 550, in the office of the Judge of Probate of Shelby County, Alabama, except as follows:
 - (a) Sections 12.20 and 12.21 of said Declaration shall not apply to GRANTEE herein.
6. Said property conveyed by this instrument is restricted in deed recorded in Book 312, Page 262 to use for the construction and operation of a maximum of twelve (12) single family residences, or for the construction and operation of condominiums or other multi-family use with

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a density not to exceed five (5) units per acre, together with all usual appurtenances, unless a change in use is authorized pursuant to the 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. Reservation in deed recorded in Book 312, Page 262, of ten foot (10') easements for drainage and utility lines and appurtenances, including but not limited to gas, water, sewer, electricity, and telephone, with all rights and privileges necessary or convenient for the full use and enjoyment thereof, such easements shown on the survey attached as Exhibit A to such deed, as being the ten feet east and west respectively of the centerline of a twenty foot (20') easement along the western and eastern boundaries of the property. Also, reservation in such deed of sanitary sewer and flood easements, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, such easements shown on the survey attached as Exhibit A to such deed, as being the easements which run along the northern boundary of the property. Also, reservation in such deed of a golf cart easement, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, such easement shown on the survey attached as Exhibit A to such deed, as being the easement located in the southeastern corner of the property.

GRANTEE covenants and agrees to join and execute any covenants and easements required by Alabama Power Company for the purpose of providing underground distribution of electric service to that portion of the Riverchase subdivision which encompasses this parcel.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has executed this conveyance effective on this the 23 day of July, 1986.

HARBERT ENTERPRISES, an Alabama general partnership

By: BLH Enterprises, Inc., its General Partner

By E. Russell Moulton
Its President

By Joy P. Harbert, Trustee
Joy P. Harbert, as Trustee of Ann Harbert Moulton Trust, Elizabeth Schooling Harbert Trust and Billy LeBold Harbert, Jr. Trust, its General Partner

By William B. Hairston
William B. Hairston, as Trustee of Ann Harbert Moulton Trust, Elizabeth Schooling Harbert Trust and Billy LeBold Harbert, Jr. Trust, its General Partner

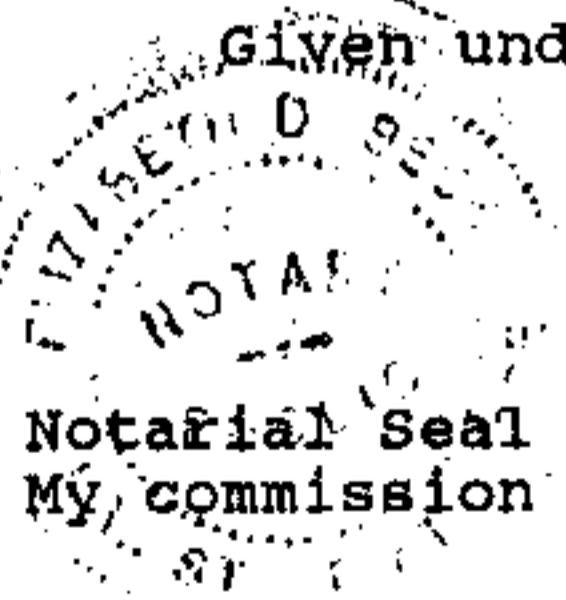
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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, ELIZABETH D. BECK, a Notary Public in and for said County in said State, hereby certify that E. RUSSELL MOULTON, whose name as PRESIDENT of BLH Enterprises, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 23 day of July, 1986.

Elizabeth D. Beck
Notary Public



Notarial Seal
My commission expires: 10-20-86

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, ELIZABETH D. BECK, a Notary Public in and for said County in said State, hereby certify that Joy P. Harbert, whose name as Trustee of the Ann Harbert Moulton Trust, Elizabeth Schooling Harbert Trust, and Billy LeBold Harbert, Jr. Trust, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Trusts.

Given under my hand this the 23 day of July, 1986.



Elizabeth D. Beck
Notary Public

1. Deed Tax	\$	—
2. Mtg. Tax		—
3. Recording Fee		12.50
4. Indexing Fee		1.00
TOTAL		13.50

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

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Thomas A. L... 2
JUDGE OF PROBATE

I, Priscilla M. Powell, a Notary Public in and for said County in said State, hereby certify that William B. Hairston, whose name as Trustee of the Ann Harbert Moulton Trust, Elizabeth Schooling Harbert Trust, and Billy LeBold Harbert, Jr. Trust, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Trusts.

Given under my hand this the 16th day of July, 1986.



Priscilla M. Powell
Notary Public

My commission expires: 3/6/90

This deed is executed in connection with a Construction Loan Mortgage of even date herewith.

The entire purchase price was paid from simultaneous mtg.

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