

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: MOIZ FOULADBAKSH<sup>H MF</sup>  
2468 Savoy Street  
Birmingham, Alabama 35226

STATE OF ALABAMA )

COUNTY OF SHELBY )

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 MOIZ FOULADBAKSH<sup>H MF</sup> (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 29, according to the survey of Riverchase Country Club Phase III Addition Residential Subdivision, as recorded in Map Book 8, Page 177, 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, 1987.
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."

BOOK 111 PAGE 807  
*Smith, Hynds*

- b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.
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 2,000 square feet of finished floor space, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 6 above.

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 29 Residential Subdivision, at such time, if any, as an operating Sewage Treatment System may be made available to said Lot, 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 2<sup>nd</sup> day of January, 1986.

Witness:

Rose Katherine Nelson

Witness:

Jada Myers

THE HARBERT-EQUITABLE JOINT VENTURE

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: M. J. Johnson  
Its M. J. Johnson

"The entire consideration of this conveyance was from a mortgage recorded simultaneously herewith"

STATE OF Georgia  
COUNTY OF Fulton

I, Jessie L. Medley, a Notary Public in and for said County, in said State, hereby certify that Donald R. 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 November, 1986.

Jessie L. Medley  
Notary Public



My commission expires:  
Notary Public, Dekalb County, Georgia  
My Commission Expires July 21, 1990

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

1987 JAN 27 AM 10:40

Thomas A. Henderson  
JUDGE OF PROBATE

1. Deed Tax \$ 24.00  
2. Mtg. Tax         
3. Recording Fee 7.50  
4. Indexing Fee 1.00  
TOTAL 32.50

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, Jada Rene Hilger, a Notary Public in and for said County, in said State, hereby certify that Gerry M. Johnston, whose name as Green Junior 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 3/5th day of December, 1986.

Jada Rene Hilger  
Notary Public

My commission expires:

Oct. 5, 1989

