[redacted] 2085 [redacted] [redacted]

This instrument was prepared by Sheri S. Parker

(Name) First Federal of Alabama, F.S.B.

(Address) 1209 Montgomery Highway, Birmingham, Alabama 35216

CORPORATION FORM - STATUTORY WARRANTY DEED

STATE OF ALABAMA
COUNTY OF Jefferson } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Thirty Eight Thousand Five Hundred and 00/100--DOLLARS,

to the undersigned grantor, Subcontracting of Shelby, Inc. aka William J. Simpson a corporation,
in hand paid by Hemingway Properties, Incorporated

the receipt of which is hereby acknowledged, the said Subcontracting of Shelby, Inc. aka William J. Simpson

does by these presents, grant, bargain, sell and convey unto the said Hemingway Properties, Incorporated

the following described real estate, situated in Shelby County, Alabama to wit:

Lot 1303, according to the survey of Riverchase Country Club Twenty-first Addition Residential Subdivision, as recorded in Map Book 9, Page 88, 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 set back lines of record.
5. SEE ATTACHED

BOOK 142 PAGE 824

TO HAVE AND TO HOLD, To the said Hemingway Properties, Incorporated heirs and assigns forever.

IN WITNESS WHEREOF, the said Subcontracting of Shelby, Inc. aka William J. Simpson by its Secretary/Treasurer ~~President~~, William J. Simpson, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 23rd day of July, 19 87.

ATTEST:

Subcontracting of Shelby, Inc.
aka William J. Simpson

By William J. Simpson
President

Secretary

STATE OF Alabama
COUNTY OF Jefferson }

I, Sheri S. Parker, a Notary Public in and for said County, in said State, hereby certify that William J. Simpson aka William J. Simpson whose name as Secretary/Treasurer ~~President~~ of Subcontracting of Shelby, Inc, a corporation, 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.

Given under my hand and official seal, this the 23RD day of July, 19 87.

My commission expires: 3/16/89

Notary Public

First Alabama P.O. Box 20

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."

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 2,000 square feet of finished floor space on a one-story home or a minimum of 2,300 square feet of finished floor space on a multi-level (two-story, split-level, split foyer, one-and-one-half story) home, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.

BOOK 142 PAGE 825

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 JUL 29 AM 8:16

Thomas A. Goodwin Jr.
JUDGE OF PROBATE

| | |
|---|---|
| 1. Deed Tax | $3.50 |
| 2. Mtg. Tax | |
| 3. Recording Fee | 5.00 |
| 4. Indexing Fee | 1.00 |
| TOTAL | 14.50 |