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THIS INSTRUMENT PREPARED BY:

Brenda Cooke  
THE HARBERT-EQUITABLE JOINT VENTURE  
Post Office Box 1297  
Birmingham, Alabama 35201  
(205) 988-4730

Purchaser' Address: HEMINGWAY PROPERTIES, INC.  
210 Lorna Square, Suite 153  
STATE OF ALABAMA ) Birmingham, Alabama 35216  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of FORTY THOUSAND NINE HUNDRED AND NO/100TH Dollars (\$40,900.00) in hand paid by HEMINGWAY PROPERTIES, 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 2721 according to the survey of Riverchase Country Club Twenty-seventh Addition Residential Subdivision, as recorded in Map Book 11, Page 56, in the Office of the Judge of Probate of Shelby County, Alabama.

Such land is conveyed subject to the following:

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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. 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."
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

*Altu Bank*

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 for a single story home and a minimum of 2,300 square feet for a multi-story home, and a maximum of 3,000 square feet of finished floor space, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.
8. Grantee has made its own independent inspections and investigations of the Property, and is taking the Property "as is" and based solely upon and in reliance upon such inspections and investigations of the Property. Grantor makes no representation, warranty or agreement concerning the conditions of the Property, the soil or the sub-soil. Grantee, for itself and its heirs, successors and assigns, waives all claims, present and future, against Grantor based upon or in connection with the condition of the Property, including but not limited to underground mines, tunnels, or sinkholes, and hereby releases Grantor from any liability whatsoever with respect thereto.

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 26<sup>th</sup> day of October, 1987.

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Witness:

Gamble Brown Reese

Witness:

Brenda M. Cooke

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:

[Signature]  
Its Treasurer

STATE OF )

COUNTY OF )

I, Jay Ferguson, a Notary Public in and for said County, in said State, hereby certify that Donald L. Batson, whose name as Asst. 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 9th day of October, 1987.

Jay Ferguson  
Notary Public

My commission expires:

Notary Public, Cobb County, Georgia  
My Commission Expires May 19, 1989

STATE OF ALABAMA )

COUNTY OF Shelby )

I, Brenda M. Locke, 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 20th day of October, 1987.

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

1987 NOV -5 PM 12:09

Brenda M. Locke  
Notary Public

My commission expires:  
Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

6-17-89

- 1. Deed Tax \$ 41.00
- 2. Mtg. Tax \_\_\_\_\_
- 3. Recording Fee 7.50
- 4. Indexing Fee 1.00
- TOTAL 49.50

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