

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: ✓ Billy J. Hand, Jr.
610 Meadow Drive
Birmingham, AL 35243

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of TWENTY-ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$21,900.00) in hand paid by BILLY J. HAND, JR. (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 6, according to the survey of Riverchase Country Club Sixth Addition Residential Subdivision, as recorded in Map Book 7, Page 93, 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. 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."

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 1,550 square feet and a maximum 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 6 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 17th day of June, 1986.

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

[Signature]

Witness:

Brenda M. Cooke

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

BY: [Signature]
Its Asst. Secretary

BY: HARBERT INTERNATIONAL, INC.

BY:

[Signature]
Its President

STATE OF Georgia)
COUNTY OF Fulton)

I, Jurri L. Medley, a Notary Public in and for said County, in said State, hereby certify that Donald S. Baber, 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 6th day of May, 1987.

Jurri 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 DEC 14 AM 10:25

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ <u>22.00</u>
2. Mtg. Tax	<u> </u>
3. Recording Fee	<u>7.50</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>30.50</u>

STATE OF ALABAMA)
COUNTY OF)

I, Brenda M. Cooke, a Notary Public in and for said County, in said State, hereby certify that Jerry M. Joplin, 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 17th day of June, 1987.

Brenda M. Cooke
Notary Public

My commission expires:

6-17-89