

## 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  
 Birmingham, Alabama 35216

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of FORTY-ONE THOUSAND FOUR HUNDRED AND NO/100TH Dollars (\$41,400.00) 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 2720 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:

1. Ad valorem taxes due and payable October 1, 1988.
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."
  - b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.

\$41,400.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

*Handwritten signature: Linda Little*

176 REC 818

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- 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 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 15th day of March, 1988.

Witness:

[Signature]

Witness:

[Signature]

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

BY: [Signature]  
Its Attorney

BY: HARBERT INTERNATIONAL, INC.

BY: [Signature]  
Its Exec. V.P.

STATE OF Alabama )

COUNTY OF Shelley )

I, Branch M. Cooke, a Notary Public in and for said County, in said State, hereby certify that Donald L. Bates, 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 25th day of February, 1988.

Branch M. Cooke  
Notary Public

My commission expires:

6-17-89

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STATE OF ALABAMA )

COUNTY OF Shelley )

STATE OF ALABAMA  
I CERTIFY THAT  
NOTARIAL SEAL

88 MAR 24 PM 3:55

CLERK OF PROBATE

1. Dead Tax	\$	<u>      </u>
2. Mig. Tax		<u>      </u>
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>8.50</u>

I, Branch M. Cooke, a Notary Public in and for said County, in said State, hereby certify that James R. Rees, whose name as Senior Vice-President 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 25th day of February, 1988.

Branch M. Cooke  
Notary Public

My commission expires:

6-17-89