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THIS INSTRUMENT PREPARED BY: **643-425**

Jude Ross Rilyer  
THE HARBERT-EQUITABLE JOINT VENTURE  
Suite Office Box 1297  
Birmingham, Alabama 35201  
(205) 948-6730

Purchaser's Address: RIVERCHASE BUILDERS, INC.  
3263 Star Lake Drive  
Birmingham, Alabama 35226

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of FORTY-TWO THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$42,900.00) in hand paid by RIVERCHASE BUILDERS, 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 1521, according to the survey of Riverchase Country Club Eighth Addition Residential Subdivision, as recorded in Map Book 18, Page 32, in the Office of the Judge of Probate of Shelby County, Alabama and as recorded in Map Book 22, Page 75, in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division).

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 GRANTEE.
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, as amended in Miscellaneous Book 17, beginning at page 550, in the Office of the Judge of Probate of Shelby County, Alabama, and recorded in Real Volume 348, beginning at Page 822, in the Office of the Judge of Probate of Jefferson County, Alabama, (Bessemer Division), 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

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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 2,200 square feet of finished floor space on a one-story home or a minimum of 2,500 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.

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 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 underground mines, tunnels, or sinkholes, and hereby released 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 14<sup>th</sup> day of November, 1986.

Witness:

[Signature]

Witness:

[Signature]

THE HARBERT-EQUITABLE JOINT VENTURE

BY: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

BY: [Signature]  
Vice President  
Assistant Secretary

BY: HARBERT INTERNATIONAL, INC.

BY: [Signature]



STATE OF Alabama  
COUNTY OF Shelby

I, Marilyn H. Young, a Notary Public in and for said County, in said State, hereby certify that Donald J. Entom, whose name as Donald J. Entom 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 13th day of November, 1986.

Marilyn H. Young  
Notary Public

My commission expires:

Nov. 30, 1986

STATE OF ALA. JEFFERSON CO.  
DESEMER DIV. I CERTIFY  
THIS INSTRUMENT FILED  
APR 16 12 29 PM '87  
4300

STATE OF ALABAMA  
COUNTY OF Jefferson

I, Jada Rene Allen, a Notary Public in and for said County, in said State, hereby certify that James M. Gubler, whose name as James M. Gubler 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 10th day of November, 1986.

Jada Rene Allen  
Notary Public

My commission expires:

Oct. 5, 1989

BOOK 223 PAGE 629

BOOK 223 PAGE 629

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BOOK 229 PAGE 630

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
89 MAR -9 AM 10:55

*James A. Shoups Jr.*  
JUDGE OF PROBATE

Rec 1000  
100  
1100

*George R. Reynolds* Judge of the Probate  
Court Bessemer Division, Jefferson County, Alabama, hereby  
certify that the foregoing is a true, correct and full copy of the  
Instrument herewith set out as appears of record in said Court.

Witness my hand and seal of said Court, this 3  
day of March, 1989  
*George R. Reynolds* Judge of Probate