

1446

THIS INSTRUMENT PREPARED BY:

Jada R. Hilyer
THE HARBERT-EQUITABLE JOINT VENTURE
Post Office Box 1297
Birmingham, Alabama 35201
(205) 988-4730

Purchaser's Address: FALCON PROPERTIES, INC.
1141 Mt. Oaks Drive
Birmingham, AL 35226

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of FIFTY-NINE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$59,400.00) in hand paid by FALCON 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 Land Corporation, 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 Jefferson County, Alabama:

Lot 2413, according to the survey of Riverchase Country Club 14th Addition as recorded in Map Book 10, Page 64, 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, 1990.
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, (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 2,300 square feet of finished

BOOK 267 PAGE 474

Coventry Mason

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 inspection 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 17th day of November, 1989.

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

Gamba Brown Reese

BY: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

BY: RE Thrower
Its Robert E. Thrower
Investment Officer

Witness:

Jada Helges

BY: HARBERT LAND CORPORATION

BY: Jolemi
Its V.P.

STATE OF)
COUNTY OF)

I, Terrie L. Medley, a Notary Public in and for said County, in said State hereby certify that Robert E. Thrower, whose name as Investment Officer 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 November, 1989.

Terrie 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
89 NOV 27 AM 9:32
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

BOOK 267 PAGE 476

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Brenda M. Cooke, a Notary Public in and for said County, in said State, hereby certify that James C. Reiss, whose name as Vice-President of Harbert Land Corporation, 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, 1989.

Brenda M. Cooke
Notary Public

My commission expires:
5-18-93

1. Deed Tax	\$	<u>59.50</u>
2. Mtg. Tax	\$	
3. Recording Fee	\$	<u>7.50</u>
4. Indexing Fee	\$	<u>3.00</u>
5. No Tax Fee	\$	
6. Certified Stamp Fee	\$	<u>1.00</u>
Total	\$	<u>71.00</u>