

93-26274

THIS INSTRUMENT PREPARED BY:

Helen W. Whealton  
THE HARBERT-EQUITABLE JOINT VENTURE  
One Riverchase Office Plaza  
Suite 200  
Birmingham, Alabama 35244  
(205) 733-6700

QUIT CLAIM DEED

25,500

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Inst # 1993-34570

BY INSTRUMENT dated July 13, 1988 (the "Original Deed"), the HARBERT-EQUITABLE JOINT VENTURE ("Grantor") conveyed the real property described below to BRUCE FARR, TRUSTEE FOR PHILIP P. MULKEY ("Grantee"). Grantee has represented to the Grantor that the Original Deed was never recorded and has been lost. This Quit Claim Deed is given to Grantee to convey any interests of Grantor in the real property described below, and is made subject to the same restrictions and conditions as set forth in the Original Deed.

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by BRUCE FARR, TRUSTEE FOR PHILIP P. MULKEY (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 remise, quitclaim, and release unto the said GRANTEE all of GRANTOR's interest in the following described real estate situated in Shelby County, Alabama:

Lot 6-A, according to the resurvey of Lots 5, 6, 16, 17 and 25, Riverchase Country Club Second Addition, Phase II Residential Subdivision, as recorded in Map Book 9, Page 137, 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

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SHELBY COUNTY JUDGE OF PROBATE  
DQS MJS 39.00

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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 2,000 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 28<sup>th</sup> day of October, 1993.

THE HARBERT-EQUITABLE JOINT VENTURE,  
an Alabama General Partnership

Witness:

Anita G. Alston

BY: THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES,  
Its General Partner

BY: Terrell E. Daffer  
Its **Terrell E. Daffer**  
Investment Officer

Witness:

Linda Warr

BY: HARBERT PROPERTIES CORPORATION,  
Its General Partner

BY: Barnett J. Earles  
Its **BARNETT J. EARLES**  
PRESIDENT

STATE OF )

COUNTY OF )

I, J. Sue King, a Notary Public in and for said County, in said State hereby certify that Ferris E. Daffer, 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 28th day of October, 1993.

J. Sue King  
Notary Public

My Commission expires:

Notary Public, Cobb County, Georgia  
My Commission Expires April 27, 1995.

STATE OF ALABAMA )

COUNTY OF )

I, Ann Perrie Aird, a Notary Public in and for said County, in said State, hereby certify that Bernard J. Farles, whose name as President of Harbert Properties 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 29th day of October, 1993.

Ann Perrie Aird  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES Oct. 5, 1997.  
BONDED THIRD NOTARY

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