THIS DEED IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED BY:
Helen W. Whealton
THE HARBERT-EQUITABLE JOINT VENTURE
One Riverchase Office Plaza, Ste. 200
Birmingham, Alabama 35244
(205) 988-4730

The state of the s

Purchaser's Address:

CONCEPT DEVELOPMENT COMANY, INC.

2025 BUENA VISTA DRIVE

BIRMINGHAM, ALABAMA 35216

STATE OF ALABAMA
COUNTY OF SHELBY

CORRECTIVE DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Forty One Thousand and no/100 Dollars (\$41,000.00) in hand paid by CONCEPT DEVELOPMENT COMPANY, INC., (hereinafter referred to as "GRANTEES"), to the undersigned, THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974 composed of Harbert Properties 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 GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingency remainder and right of reversion, the following described real estate situated in Shelby County, Alabama:

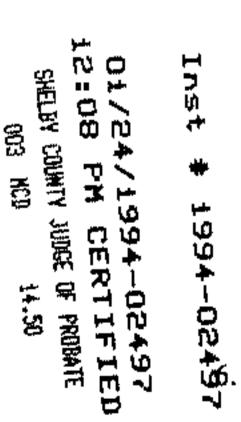
Lot 2028, according to the survey of Lake Point Estates, 1st Addition as recorded in Map Book 17, Page 14, in the Office of the Judge of Probate of Shelby County, Alabama.

Such land is conveyed subject to the following:

- 1. Ad valorem taxes due and payable October 1, 1994.
- 2. Mineral and mining rights not owned by GRANTOR.
- Any applicable zoning ordinances.
- 4. Easements, rights of way, reservations, agreements, restrictions and setback lines of record.
- 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.

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 or 2,400 square feet of finished floor space for a multi-story home, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.

Grantee has made its own independent inspections and investigations of the 8. 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 ______ day

THE HARBERT-EQUITABLE JOINT VENTURE

Witness:

An Alabama General Partnership

THE EQUITABLE LIFE ASSURANCE BY: SOCIETY OF THE UNITED STATES.

Its General Partner

Its

Terrell E. Daffe **Investment Officer**

Witness:

BY: HARBERT PROPERTIES CORPORATION Its General Partner

Its

PRESIDENT

inst # 1993-35940

11/12/1993-35940 12:51 PM CERTIFIED SHELBY COUNTY JUBGE OF PROBATE 54.50 003 NJS

STATE OF	
COUNTY OF)	
United States, a corporation, as General Partner Joint Venture Agreement dated January 30, 1974 is known to me, acknowledged before me on this conveyance, he, as such officer and with full auther act of said corporation as General Partner of	of The Harbert-Equitable Joint Venture, under , is signed to the foregoing conveyance, and who day that, being informed of the contents of the thority, executed the same voluntarily for and as
	The Bus
Not	ary Public
My Commission expires: My Gommission Expires April 27, 1995. My Gommission Expires April 27, 1995.	
STATE OF ALABAMA)	
COUNTY OF)	
in said State, hereby certify that	
Given under my hand and	official seal, this the <u>29th</u> day of 33.
No	ary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE. MY COMMISSION EXPIRES: Oct. 5, 1997. BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Inst # 1994-02497

O1/24/1994-O2497
12:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCD 14.50