

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

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.
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.

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

Inst # 1994-02497

Inst # 1994-02497
01/24/1994-02497
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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.

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 28th 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:

Its

Terrell E. Daffer
Investment Officer

Witness:

Linda W. ...

BY: HARBERT PROPERTIES CORPORATION
Its General Partner

BY:

Its

Barnett J. Earles
BARNETT J. EARLES
PRESIDENT

Inst. # 1993-35940

11/12/1993-35940
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STATE OF)
COUNTY OF)

I, J. Sue King, a Notary Public in and for said County, in said State hereby certify that Bernie E. Rafter, 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 Barnett J. Charles, 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 THRU NOTARY PUBLIC UNDERWRITERS.

Inst # 1994-02497

01/24/1994-02497
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