

THIS INSTRUMENT PREPARED BY:

Susan J. Reeves  
THE HARBERT-EQUITABLE JOINT VENTURE  
One Riverchase Office Plaza, Ste. 200  
Birmingham, Alabama 35244  
(205) 988-4730

Purchaser's Address: 2631 Chandalar Lane  
Pelham, Alabama 35124

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of FIVE THOUSAND DOLLARS and no/100 (\$5,000.00) in hand paid by MICKEY J. HARDY, SR. and wife, FRANCES H. HARDY (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:

Part of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Beginning at an old crimped iron pin being the northeast corner of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , run in a westerly direction along the north line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section for a measured distance of 440.79 feet to an existing old open top pipe being the southwest corner of the Hardy Tract as shown in the Office of the Judge of Probate, Shelby County, Alabama, in Book 319, Page 873; thence turn an angle to the left of 83°11'41" and run in a southwesterly direction for a distance of 43.91 feet to an existing iron pin being on the north right-of-way line of the Old Montgomery Highway which is now a Shelby County Road; thence turn an angle to the left of 90°00 and run in a southeasterly direction along the north right-of-way line of existing road for a distance of 221.13 feet to an existing iron pin being the point of beginning of a curve, said curve being concave in a southwesterly direction and having a central angle of 21°20'40" and a radius of 458.10 feet; thence turn an angle to the right and run along the arc of said curve for a distance of 170.66 feet to an existing old crimped iron pin; then turn an angle to the left and run in a northeasterly direction along a line radial to said curve for a distance of 136.91 feet, more or less, to the point of beginning, containing 0.71 acres, more or less.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1995.
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:

09/01/1995-24221  
11:55 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 18.50

- 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. 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 GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingency remainder and right of reversion.

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 8<sup>th</sup> day of August, 1995.

THE HARBERT-EQUITABLE JOINT VENTURE,  
An Alabama General Partnership

Witness:

Ann A. Woodward

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

BY:

Its

Torrell E. Daffor  
Investment Officer

Witness:

Perrie Gamlin

BY: HARBERT PROPERTIES CORPORATION,  
Its General Partner

BY:

Its

Barnett J. Earles  
BARNETT J. EARLES  
PRESIDENT

STATE OF Georgia )  
COUNTY OF Fulton )

I, J. Sue King, a Notary Public in and for said County, in said State hereby certify that Terrell E. Saffer, whose name as Chairman 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 7th day of August, 1995.

J. Sue King  
Notary Public

My Commission expires:

Notary Public, Cobb County, Georgia  
My Commission Expires April 27, 1999

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, Kimberly R. Niel, a Notary Public in and for said County, in said State, hereby certify that Garnett J. Eales, 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 8th day of August, 1995.

Kimberly R. Niel  
Notary Public

My commission expires:

MY COMMISSION EXPIRES APRIL 14, 1997

Inst # 1995-24221

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