SEND TAX NOTICE TO:
Mary S. Huff and Charles H. Huff
2 Provence Blvd.
Madison, MS 39110

THE COTTAGES OF DANBERRY

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 9th day of March, 2016 by **Daniel Senior Living of Inverness II, LLC**, an Alabama limited liability company ("Grantor"), in favor of **MARY S. HUFF and CHARLES H. HUFF** ("Grantees"), as joint tenants with rights of survivorship.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Three Hundred Thirty Two Thousand and NO/100 Dollars (\$332,000.00), in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY 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, together with every contingent remainder and right of reversion, the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 31B, according to the Final Plat of The Cottages of Danberry Resurvey No. 3, recorded in Map Book 41, Page 80, in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

- 1. Ad valorem taxes and assessments for the current tax year and all subsequent tax years thereafter.
- 2. All mineral and mining rights not owned by Grantor.
- 3. All applicable zoning ordinances.
- 4. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of The Cottages of Danberry First Amended and Restated Declaration of Covenants, Conditions and Restrictions dated February 25, 2014 and recorded as Instrument No. 20140225000052020 in the Probate Office of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration"), including, without limitation, the provisions of the Declaration which establish an Age Restriction Policy requiring at least one (1) person that is fifty-five (55) years of age or older reside on the Property.
- 5. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and all other matters of record.

\$135,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Shelby County, AL 03/23/2016 State of Alabama

Deed Tax: \$197.00



Shelby Cnty Judge of Probate, AL 03/23/2016 03:55:01 PM FILED/CERT

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors, administrators, personal representatives and assigns, that Grantees have assumed full responsibility for the investigation and determination of the suitability of the Property, including the construction of the Dwelling thereon, and the suitability of the surface and subsurface conditions of the Property. The Property is sold subject to (and Grantees do hereby irrevocably and unconditionally waive, release and forever discharge Grantor and their respective agents, employees, officers, directors, shareholders, members, affiliates, subsidiaries and mortgagees and their respective successors and assigns, of and from any and all actions, causes of actions, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature known or unknown arising out of or as a result of), any past, present or future soil, surface and subsurface conditions (including, without limitation, hazardous or toxic waste, substances or materials) including but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), sinkholes, underground mines, tunnels, water channels and limestone formations), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries of Grantor.

TO HAVE AND TO HOLD 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, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, the undersigned DANIEL SENIOR LIVING OF INVERNESS II, LLC has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

DANIEL SENIOR LIVING OF INVERNESS II, LLC, an Alabama limited liability company

By: Daniel Communities Management Corp., an Alabama corporation, Its Manager

Its: Vice-President

20160323000093680 2/4 \$220.00 20160323000093680 2/4 \$220.00 Shelby Cnty Judge of Probate, AL 03/23/2016 03:55:01 PM FILED/CERT STATE OF ALABAMA)

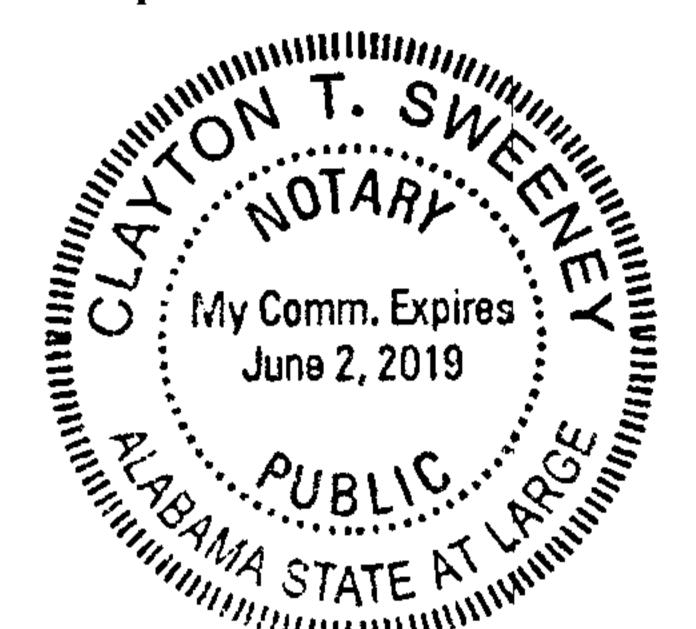
:
JEFFERSON COUNTY)

I, Clayton T. Sweeney, a Notary Public in and for said County, in said State, hereby certify that Jeffrey W. Boyd whose name as Vice-President of Daniel Communities Management Corp., an Alabama corporation, as the Manager of DANIEL SENIOR LIVING OF INVERNESS II, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation in its capacity as Manager for the aforesaid limited liability company.

Given under my hand and official seal, this the 9th day of March, 2016.

Notary Public

My Commission Expired: 06/02/2019



THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Clayton Sweeney, Attorney At Law 2700 Highway 280 East Suite 160 Birmingham, AL 35223

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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Daniel Senior Living of inverness II, LLC	Grantee's Name	Mary S. Huff and Charles H. Huff
Mailing Address	3660 Grandview Parkway Suite 100 Birmingham, AL 35242	Mailing Address	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Property Address	1067 Danberry Lane Birmingham, AL 35242	Date of Sa	ale <u>March 9, 2016</u>
		Total Purchase Pri	ce \$ 332,000.00
		or	
		Actual Val	ue \$
		or	
		Assessor's Market Val	ue <u>\$</u>
☐ Bill of Sale ☐ Sales Contract ☑ Closing Statemen	tation of documentary evidence is not request t cument presented for recordation contains	☐ Appraisal ☐ Other ☐ Deed	n referenced above, the filing of this form
is not required.			
Grantor's name and mailing address.		the person or persons conve	eying interest to property and their current
Grantee's name and	mailing address - provide the name of the	person or persons to whom in	nterest to property is being conveyed.
Property address - the property was conveyed		conveyed, if available. Date	of Sale - the date on which interest to the
Total purchase price offered for record.	- the total amount paid for the purchase o	f the property, both real and p	personal, being conveyed by the instrument
•	roperty is not being sold, the true value or is may be evidenced by an appraisal cond	· ·	personal, being conveyed by the instrument or the assessor's current market value.
the property as deter	·	e responsibility of valuing prop	et value, excluding current use valuation, of perty for property tax purposes will be used
•			nt is true and accurate. I further understand licated in Code of Alabama 1975 § 40-22-1
		Daniel Senior Living of	f Inverness II, LLC,
		an Alabama limited lia	
		By: Daniel Communitie corporation, its Mana	es Management Corp., an Alabama ager
Date	·	Print By: Jeffrey W. Boyd	
Unattested		Sign_////	
Unallesieu	(verified by)	 	ee/Owner/Agent) circle one
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