

STATUTORY WARRANTY DEED

20080528000216090 1/6 \$935.00
Shelby Cnty Judge of Probate, AL
05/28/2008 11:25:09AM FILED/CERT

STATE OF ALABAMA]
COUNTY OF SHELBY]

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ten Dollars (\$10.00) and other valuable consideration to the undersigned grantor, HOMECOURT HOSPITALITY-BIRMINGHAM 1, LLC, a South Carolina limited liability company, HOMECOURT HOSPITALITY-BIRMINGHAM 2, LLC, a South Carolina limited liability company, and PHREG-BIRMINGHAM, LLC, a South Carolina limited liability company, as tenants-in-common (herein referred to collectively as "GRANTOR"), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto APPLE EIGHT SPE BIRMINGHAM, INC., a Virginia corporation, whose address is 814 East Main Street, Richmond, Virginia 23219 (herein referred to as "GRANTEE"), the following described real estate, together with all improvements thereon, lying in the County of Shelby, State of Alabama to-wit:

See the legal description attached hereto as Exhibit A and made a part hereof by reference (hereinafter referred to as the "Property").

SUBJECT TO:

1. Ad valorem taxes for tax year 2008 and subsequent years, not yet due and payable.
2. All applicable zoning and subdivision restrictions.
3. Easements, restrictions, reservations, rights of way, and set back lines of record which may lawfully affect the Property.
4. Mineral and mining rights not owned by Grantor.
5. That certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by Grantor to Countrywide Commercial Real Estate Finance, Inc., dated January 9, 2007, and recorded as Document Number 20070122000033020, in the Office of the

- Probate Judge of Shelby County, Alabama.
6. Encroachments, overlaps, boundary line disputes, and any other matters arising subsequent to the survey by Michael R. Bridges with Gonzalez-Strength & Associates, Inc. dated November 16, 2006, which would be disclosed by an accurate survey and inspection of the premises.
 7. Mineral and mining rights and rights incident thereto recorded in Volume 5, page 355 and Volume 4, page 442, in the Probate Office of Shelby County, Alabama.
 8. Terms and conditions of The Common Area Maintenance Agreement recorded in Instrument 20031202000779910, in the Probate Office of Shelby County, Alabama.
 9. Declaration of Protective Covenants as recorded in Instrument 20031202000779900, in the Probate Office of Shelby County, Alabama.
 10. Rights of others in and to that certain Access Road Construction and Easement Agreement and Drainage Easement Agreement recorded in Instrument 20030618000380510 in the Probate Office of Shelby County, Alabama.
 11. The following matters of survey as delineated on the survey of Michael R. Bridges with Gonzalez-Strength & Associates, Inc. dated November 16, 2006:
 - a) 10' building setback line
 - b) 35' building setback line
 - c) 25' building setback line
 - d) 30' building setback line
 - e) curbing and asphalt over property line.
 12. With respect to the Access Road Construction and Easement Agreement as described in Exhibit A, the Right of Way granted to Alabama Power Company by instrument recorded in Volume 342, page 367 in the Probate Office of Shelby County, Alabama.
 13. Assignment of Leases and Rents dated January 19, 2007 by and between Homecourt Hospitality-Birmingham 1, LLC, Homecourt Hospitality-Birmingham 2, LLC and PHREG-Birmingham, LLC and Countrywide Commercial Real Estate Finance, Inc., filed for record January 22, 2007, recorded in Instrument 20070122000033030, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, forever.

AND GRANTOR will warrant and forever defend the right and title to the Property unto the Grantee against the claims of Grantor and all others claiming by or under Grantor, but none other.

-- Grantor signature pages to follow --

IN WITNESS WHEREOF, the said GRANTOR has hereunto set its signature this the 22nd
day of May, 2008.

GRANTOR:

**HEMOCOURT HOSPITALITY-BIRMINGHAM
1, LLC**, a South Carolina limited liability company

By: Hemocourt Hospitality, LLC, its Manager

By: James W. Turner
Name: James W. Turner, Sole Member
Date: 5-22-08

STATE OF FLORIDA |
COUNTY OF INDIAN RIVER |

I, BEN C SALTZ, a Notary Public, in and for said County in said State,
hereby certify that Hemocourt Hospitality-Birmingham 1, LLC, by Hemocourt Hospitality, LLC, its
Manager, by James W. Turner, its sole member, whose name is signed to the foregoing Statutory
Warranty Deed and who is known to me, acknowledged before me on this day that, being informed
of the contents of the Statutory Warranty Deed, he executed the same voluntarily on the day the same
bears date.

Given under my hand this 22 day of May, 2008.

BEN C SALTZ
Notary Public

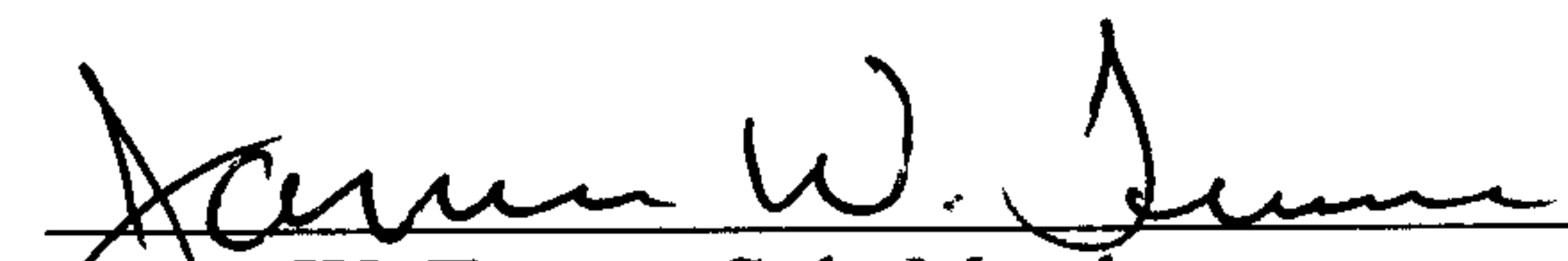
My Commission Expires: 7-9-09



GRANTOR:

**HEMOCOURT HOSPITALITY-BIRMINGHAM
2, LLC**, a South Carolina limited liability company


By: Hemocourt Hospitality, LLC, its Manager

By: 
Name: James W. Turner, Sole Member
Date: 5-22-08

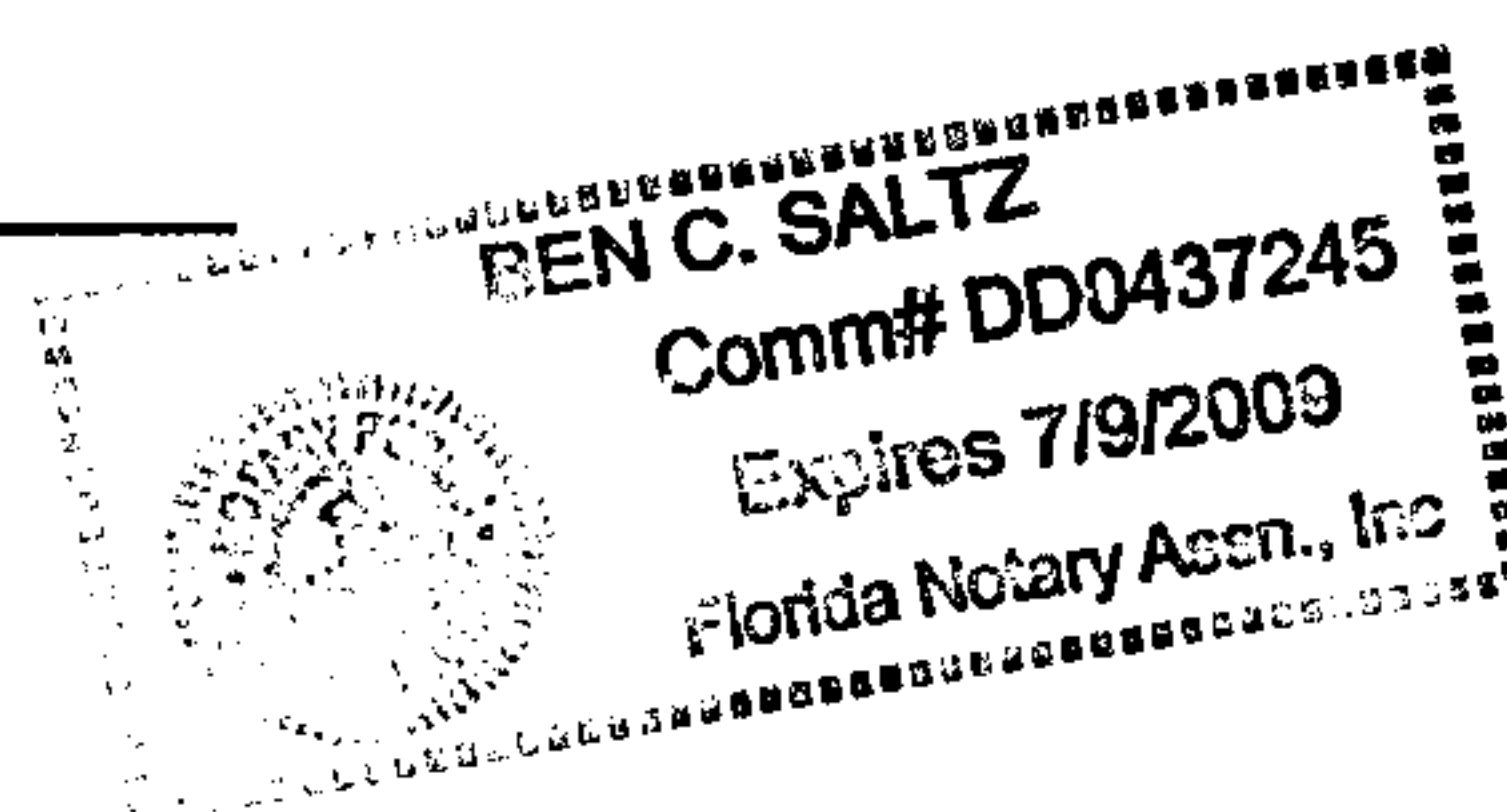
STATE OF FLORIDA |
 |
COUNTY OF INDIAN RIVER |

I, BEN C SALTZ, a Notary Public, in and for said County in said State, hereby certify that Hemocourt Hospitality-Birmingham 2, LLC, by Hemocourt Hospitality, LLC, its Manager, by James W. Turner, its sole member, whose name is signed to the foregoing Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of the Statutory Warranty Deed, he executed the same voluntarily on the day the same bears date.

Given under my hand this 22 day of May, 2008.


Notary Public

My Commission Expires: 7-9-09



GRANTOR:

PHREG-BIRMINGHAM, LLC, a South Carolina
limited liability company

By: Homecourt Hospitality, LLC, its Manager

By: James W. Turner
Name: James W. Turner, Sole Member
Date: 5-22-08

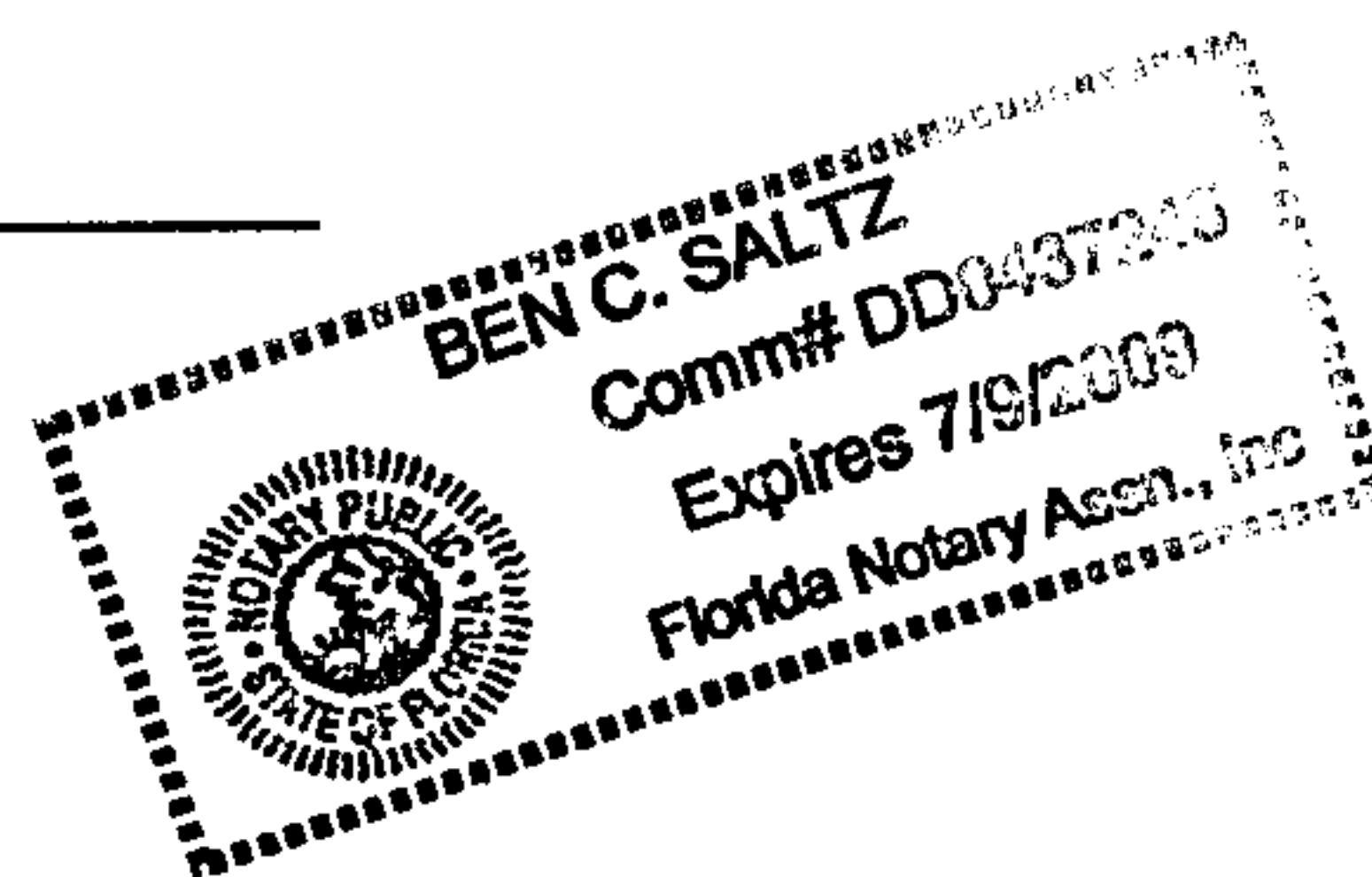
STATE OF FLORIDA]
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COUNTY OF INDIAN RIVER]

I, BEN C SALTZ, a Notary Public, in and for said County in said State,
hereby certify that PHREG-Birmingham, LLC, by Homecourt Hospitality, LLC, its Manager, by
James W. Turner, its sole member, whose name is signed to the foregoing Statutory Warranty Deed
and who is known to me, acknowledged before me on this day that, being informed of the contents of
the Statutory Warranty Deed, he executed the same voluntarily on the day the same bears date.

Given under my hand this 22 day of May, 2008.

BEN C SALTZ
Notary Public

My Commission Expires: 7-9-09



DRAWN OUT OF STATE BY:

McGuireWoods LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219
(804) 775-7700

EXHIBIT A – LEGAL DESCRIPTION

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, said point also being on the West boundary line of Lot 1, of Dewberry's Subdivision as recorded in Map Book 9, Page 11, in the Office of the Judge of Probate, Shelby County, Alabama; thence run North $00^{\circ} 01' 03''$ West along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ line and said West lot line for a distance of 150.00 feet to the point of beginning; thence leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line and said West lot line run South $89^{\circ} 58' 57''$ West for a distance of 368.00 feet; thence run North $68^{\circ} 11' 03''$ West for a distance of 175.55 feet to the Southeasterly right of way of Inverness Center Drive (ROW varies); said point also being the point of curvature of a curve to the left, having a radius of 375.00 feet, a central angle of $14^{\circ} 31' 16''$ a chord length of 94.79 feet and a chord bearing of North $19^{\circ} 54' 23''$ East; thence continue along the arc of said curve and along said right of way for a distance of 95.04 feet to the point of Tangency of said curve; thence run North $12^{\circ} 38' 45''$ East along said right of way for a distance of 78.22 feet; thence run North $03^{\circ} 50' 26''$ East along said right of way for a distance of 96.13 feet; to the point of curvature of a curve to the right, having a radius of 361.25 feet, a central angle of $24^{\circ} 42' 04''$ a chord length of 154.54 feet and a chord bearing of North $16^{\circ} 11' 28''$ East; thence continuing along the arc of said curve and along said right of way for a distance of 155.74 feet; thence leaving said right of way run South $73^{\circ} 17' 13''$ East for a distance of 258.79 feet; thence run South $80^{\circ} 00' 58''$ East for a distance of 187.24 feet to the West line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, said point also being on the West line of Lot 1, of Dewberry's Subdivision as recorded in Map Book 9, Page 11, in the Office of the Judge of Probate, Shelby County, Alabama; thence run South $00^{\circ} 01' 03''$ West along said $\frac{1}{4}$ - $\frac{1}{4}$ line and said West lot line for a distance of 368.01 feet to the point of beginning.

Together with those rights granted in the Access Road Construction and Easement Agreement and Drainage Easement Agreement recorded in Instrument # 20030618000380510, in the Probate Office of Shelby County, Alabama.

Shelby County, AL 05/28/2008
State of Alabama

Deed Tax: \$909.00