


SEND TAX NOTICE TO:
Ms. Eleanor B. Schwartz
1088 Danberry Lane
Hoover, Alabama 35242

THE COTTAGES OF DANBERRY
STATUTORY WARRANTY DEED


20100322000082970 1/3 \$499.50
Shelby Cnty Judge of Probate, AL
03/22/2010 03:05:36 PM FILED/CERT

THIS STATUTORY WARRANTY DEED is executed and delivered on this 26th day of February, 2010 by Daniel Senior Living of Inverness II, LLC, an Alabama limited liability company ("Grantor"), in favor of Eleanor B. Schwartz ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Four Hundred Eighty-Two Thousand Twenty and no/100 Dollars (\$482,020.00), in hand paid by Grantee 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 Grantee the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 10 according to the Final Plat of The Cottages of Danberry (the "Subdivision Plat") recorded in Map Book 40, Page 122A and 122B 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 Declaration of Covenants, Conditions and Restrictions dated February 6, 2009 and recorded as Instrument No. 20090206000039480 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.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for herself and her heirs, executors, administrators, personal representatives and assigns, that:

(a) Grantee acknowledges and agrees that NSH Corp. d/b/a Signature Homes ("Builder") was retained by Seller to construct the single-family residence (the "Dwelling") situated on the Property

and Grantee has heretofore accepted and approved Builder as the person or entity who will construct the Dwelling on the Property;

(b) Grantee acknowledges that Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding (i) Builder, the ability or quality of workmanship to be employed by Builder in construction of the Dwelling or any other matters relating to the construction of the Dwelling by Builder, (ii) the condition of the Dwelling or any construction processes or work relating to the construction of the Dwelling or (iii) the physical condition of the Property or any portion thereof or the suitability or fitness of the Property or any portion thereof for any intended or specific use; and

(c) Grantee has 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 Grantee does hereby irrevocably and unconditionally waive, release and forever discharge Grantor and Builder 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 Grantee, her heirs, executors, administrators, personal representatives and assigns forever 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 Management Corporation, an Alabama
corporation, Its Manager

By: 

Its: Sr. Vice President




20100322000082970 2/3 \$499.50
Shelby Cnty Judge of Probate, AL
03/22/2010 03:05:36 PM FILED/CERT


STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John D. Gunderson whose name as Senior Vice President of Daniel Management Corporation, 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 26th day of February, 2010.



Notary Public
My Commission Expires: March 3, 2012


20100322000082970 3/3 \$499.50
Shelby Cnty Judge of Probate, AL
03/22/2010 03:05:36 PM FILED/CERT

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

Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

TITLE NOT EXAMINED, REVIEWED OR CERTIFIED BY PREPARER