

SEND TAX NOTICE TO:
DAVID R. GUNDERSON, Trustee
LINDA C. GUNDERSON, Trustee
1084 Danberry Lane
Hoover, AL 35242

Grantees: DAVID R. GUNDERSON, Trustee
of the DAVID R. GUNDERSON REVOCABLE TRUST
DATED NOVEMBER 3, 1977, AS AMENDED AND RESTATED

LINDA C. GUNDERSON, Trustee
of the LINDA C. GUNDERSON REVOCABLE TRUST
DATED APRIL 20, 2000, AS AMENDED AND RESTATED

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

THIS IS A STATUTORY WARRANTY DEED executed and delivered this 21 day of December 2010, by DAVID R. GUNDERSON and LINDA C. GUNDERSON (hereinafter referred to as the "Grantors") to DAVID R. GUNDERSON, as Trustee of the DAVID R. GUNDERSON REVOCABLE TRUST DATED NOVEMBER 3, 1977, AS AMENDED AND RESTATED and LINDA C. GUNDERSON, as Trustee of the LINDA C. GUNDERSON REVOCABLE TRUST DATED APRIL 20, 2000, AS AMENDED AND RESTATED (hereinafter referred to as the "Grantees").

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on January 19, 2010, the real property described herein was conveyed by DANIEL SENIOR LIVING OF INVENESS II, LLC, an Alabama limited liability company, to DAVID R. GUNDERSON and wife, LINDA C. GUNDERSON, which was recorded in the Office of the Judge of Probate of Shelby County, Alabama on January 26, 2010 (Instrument #20100126000025810); and

WHEREAS, the Grantors desire through this conveyance to transfer the real property described herein into the names of the Grantees, as tenants in common.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned Grantors in hand paid by the Grantees herein, the receipt whereof is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey an undivided one-half (1/2) interest to DAVID R. GUNDERSON, as Trustee of the DAVID R. GUNDERSON REVOCABLE TRUST DATED NOVEMBER 3, 1977, AS AMENDED AND RESTATED and an undivided one-half (1/2) interest to LINDA C. GUNDERSON, as Trustee of the LINDA C. GUNDERSON REVOCABLE TRUST DATED APRIL 20, 2000, AS AMENDED AND RESTATED in the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 11, according to the Final Plat of The Cottages of Danberry 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;
2. All mineral and mining rights not owned by Grantors.
3. All applicable zoning ordinances.

Shelby County, AL 01/14/2011
State of Alabama
Deed Tax: \$475.50

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, agreement, rights-of-way, building setback lines and all other matters of record.

TOGETHER WITH all improvements thereon and appurtenances thereto belonging or in anyway appertaining and all right, title and interest of Grantors in and to any and all roads, alleys and ways bounding said premises (collectively the "Subject Property").

TO HAVE AND TO HOLD unto the said Grantees, and to their heirs, executors and assigns forever.

And said Grantors hereby covenant and agree with said Grantees, their heirs, executors, administrators and assigns, that it will warrant and defend the Subject Property against the lawful claims (unless otherwise noted above) of all persons claiming by or through the Grantors, but not otherwise.

The parties intend by the execution of this conveyance to vest title in an undivided one-half (1/2) interest in the Subject Property to **DAVID R. GUNDERSON, as Trustee of the DAVID R. GUNDERSON REVOCABLE TRUST DATED NOVEMBER 3, 1977, AS AMENDED AND RESTATED** and to vest title in an undivided one-half (1/2) interest in the Subject Property to **LINDA C. GUNDERSON, as Trustee of the LINDA C. GUNDERSON REVOCABLE TRUST DATED APRIL 20, 2000, AS AMENDED AND RESTATED.**

THE SUBJECT PROPERTY CONSTITUTES THE HOMESTEAD OF DAVID R. GUNDERSON AND LINDA C. GUNDERSON.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, this 21ST day of December, 2010.

David R. Gunderson
DAVID R. GUNDERSON

Linda C. Gunderson
LINDA C. GUNDERSON

STATE OF ALABAMA)
JEFFERSON COUNTY)


20110114000015490 3/3 \$495.50
Shelby Cnty Judge of Probate, AL
01/14/2011 03:38:41 PM FILED/CERT

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that DAVID R. GUNDERSON, whose name 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, in such capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21st day of Dec, 2010.

Trinket F. Shaw
Notary Public
My Commission Expires: 30 Aug 13

STATE OF ALABAMA)
JEFFERSON COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that LINDA C. GUNDERSON, whose name 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, she, in such capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21st day of Dec, 2010.

Trinket F. Shaw
Notary Public
My Commission Expires: 30 Aug 13

THIS INSTRUMENT PREPARED (WITHOUT
THE BENEFIT OF A TITLE SEARCH) BY:

Nancy C. Hughes
Hughes & Scalise, PC
600 Luckie Drive, Suite 310
Birmingham, AL 35223
(205) 871-0300