

SEND TAX NOTICE TO:
Mr. Sam Dariani
Rockwell Homes, LLC
P. O. Box 660943
Birmingham, Alabama 35266

THE COTTAGES OF DANBERRY
STATUTORY WARRANTY DEED


20130712000285240 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
07/12/2013 10:53:30 AM FILED/CERT

THIS STATUTORY WARRANTY DEED is executed and delivered on this 17th day of May, 2013 by Daniel Senior Living of Inverness II, LLC, an Alabama limited liability company ("Grantor"), in favor of Rockwell Homes, LLC, an Alabama limited liability company ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Five Thousand and no/100 Dollars (\$105,000.00), 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 39B, 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 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. That certain Mortgage, Assignment of Leases and Security Agreement dated May 1, 2008 executed by Mortgagee in favor of Bank which has been recorded as Instrument No. 20080501000179730 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended by First Amendment thereto dated July 11, 2008 and recorded as Instrument No. 20080714000282330 in said Probate Office.
6. UCC Financing Statement recorded as Instrument No. 20080501000179740 in the Probate Office; as amended by UCC Financing Statement Amendment recorded in Instrument No. 20080714000282340 in the Probate Office.

Note: All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

7. 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 itself, its successors and assigns, that 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 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 said Grantee, its successors 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: *[Signature]*
Its: VICE PRESIDENT



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STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeffrey W. Boyd whose name as 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 17th day of May, 2013.

S. D. Ell.
Notary Public
My Commission Expires: 3/23/2014

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**



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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 Rockwell Homes, LLC
Mailing Address 3660 Grandview Parkway Mailing Address P.O. Box 660943
Suite 100 Birmingham, AL 35243
Birmingham, AL 35243
Property Address 1021 Danberry Lane Date of Sale May 17, 2013
Hoover, AL 35242 Total Purchase Price \$ 105,000
or
Actual Value \$
or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

☐ Appraisal
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date May 17, 2013

By: Daniel Management Corporation, Its Manager
Print Jeffrey W. Boyd, Vice President

☐ Unattested

Sign Jeffrey W. Boyd

(verified by)

(Grantor/Grantee/Owner/Agent) circle one



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Form RT-1