
20140610000175510 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
06/10/2014 03:02:31 PM FILED/CERT

Tax Exempt per Section 11-58-14 per instrument recorded in 20090925000365960

Send tax notices to:
Ridgeview Assisted Living, LLC
Two Buckhead Plaza
3050 Peachtree Road NW, Suite 355
Atlanta, Georgia 30305

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **RIDGEVIEW ASSISTED LIVING, LLC**, a Georgia limited liability company (hereinafter referred to as the "Grantee") whose address is Two Buckhead Plaza, 3050 Peachtree Road NW, Suite 355, Atlanta, Georgia 30305 to **THE MEDICAL CLINIC BOARD OF THE CITY OF HOOVER**, (hereinafter referred to as the "Grantor") whose address is 100 Municipal Lane, Hoover, Alabama 35216, receipt whereof is hereby acknowledged, the Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto the Grantee the following described real estate lying and being situated in Jefferson County, Alabama, whose address is 700 Corporate Drive, Hoover, Alabama, and which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this deed is made subject to the exceptions listed on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"):

Grantor is conveying Property "as is" - "where is". Grantor makes no representations and/or warranties as to the condition of the Property.

TO HAVE AND TO HOLD the said Property unto the Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

This deed is executed without warranty or representation of any kind on the part of the Grantor, express or implied, except as against acts done or suffered by the Grantor that are not specifically excepted herein.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Grantor, by its Chairman, who is authorized to execute this Statutory Warranty Deed and to make this conveyance, has hereto set its signature and seal on the date of the acknowledgment of the Grantor's signature below.

GRANTOR

The Medical Clinic Board of the City of Hoover

By: Charles A. Faulkner
Name: Charles A. Faulkner
Title: Chairman

State of Alabama)

County of Jefferson)

On May 29, 2014 before me, the undersigned, personally appeared Charles A. Faulkner, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janice K. Stacy (Seal)

My Commission Expires: 3-1-2015



This instrument was prepared by:

Gregory P. Youra, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339

EXHIBIT A

(Legal Description)

**Lot 2D-3A, according to the Southerland Place Resurvey, as recorded in Map Book 25,
Page 143, in the Probate Office of Shelby County, Alabama.**



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EXHIBIT B

(Permitted Exceptions)

1. Taxes and assessments for the year 2014 and subsequent years and not yet due and payable.
2. Easements, reservations, restrictions, rights-of-way and setback lines as reserved and shown on record map of subdivision in Map Book 21, Page 92 and Map Book 25, Page 143.
3. Oil, gas and mineral rights as contained in instrument recorded in Deed Book 66, Page 34 and Deed Book 28, Page 581.
4. Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park as set out in Book 5, Page 772 along with First Amendment recorded in Book 177, Page 269; Second Amendment recorded in Instrument #1993-18243; Third Amendment recorded in Instrument #1996-27981 and Fourth Amendment recorded in Instrument #1996-28517, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
5. Nonexclusive Installation and Service Agreement dated February 27, 2009 and recorded in Instrument #20090728000289160.
6. Those liens and encumbrances created by the Grantee (as Lessee under that certain Lease Agreement between Grantor and Grantee dated September 1, 2009) or to the creation or suffering of which the Grantee consented under such Lease Agreement.
7. Those liens and encumbrances resulting from the failure of the Grantee (as Lessee under that certain Lease Agreement between Grantor and Grantee dated September 1, 2009) to perform or observe any of the agreements on its part contained in the Lease Agreement.
8. Permitted Encumbrances, other than that certain Lease Agreement between Grantor and Grantee (dated September 1, 2009) and the Trust Indenture (dated September 1, 2009), that existed on the property as of September 1, 2009 immediately following the purchase of the property by the Grantor.



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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: The Medical Clinic Board
of the City of Hoover

Grantee's Name: Ridgeview Assisted Living, LLC

Mailing Address 100 Municipal Lane
Hoover, Alabama 35216

Mailing Address: Two Buckhead Plaza
3050 Peachtree Road NW, Suite 355
Atlanta, Georgia 30305

Property Address 700 Corporate Drive
Hoover, Alabama

Date of Sale May 30, 2014

Total Purchase Price \$10.00 (Exempt Entity)

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

_____ Appraisal

_____ Sales Contract

X Other: Lease – Section 9.6

_____ Closing Statement



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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: 5/30/14

_____ Unattested

[Signature]
(verified by)

Print THE MEDICAL CLINIC BOARD OF THE CITY OF HOOVER,
CHARLES A. FAULKNER, CHAIRMAN

Sign *[Signature]*

(Grantor/Grantee/Owner/Agent) circle one