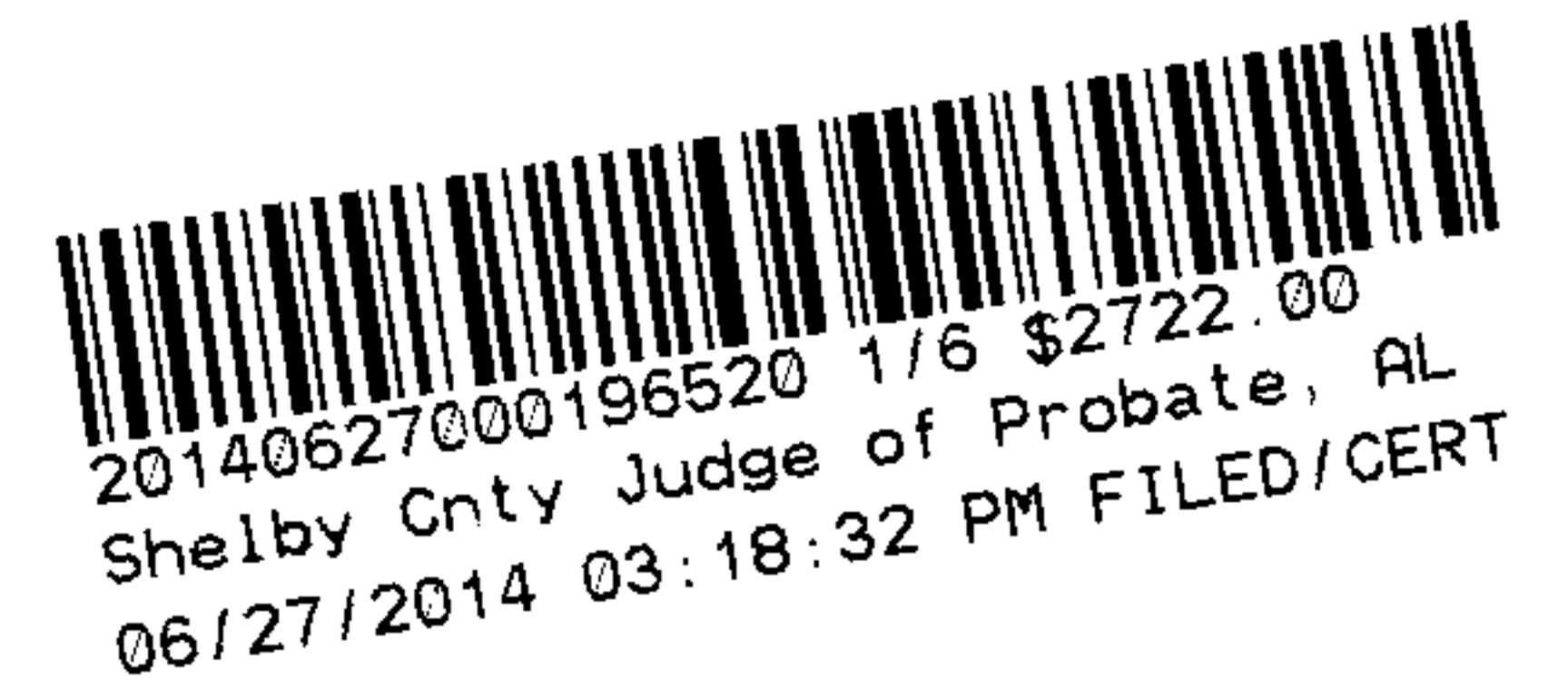


This instrument was prepared by:
Lea W. Stouffer
6507 Brownlee Dr.
Nashville, TN 37205

Send tax notice to:

LIMITED WARRANTY DEED



STATE OF ALABAMA)
)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

THAT in consideration of FIFTEEN MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$15,300,000.00) to **RIVERCHASE APARTMENTS, LP**, an Alabama limited partnership (the “**Grantor**”) in hand paid by **THE OVERLOOK APARTMENTS HOOVER, LLC**, a Georgia limited liability company (the “**Grantee**”), the receipt and sufficiency of which is hereby acknowledged, the Grantor does by these presents, grant, bargain, sell and convey unto Grantee the following described real estate, situated in Shelby County, Alabama (the “**Property**”):

PARCEL I:

Lot 1, according to the Survey of Riverchase Gardens, First Sector, as recorded in Map Book 8, page 153, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 2, according to the Survey of Riverchase Properties, Second Addition to Riverchase, as recorded in Map Book 9, page 40, in the Probate Office of Shelby County, Alabama.

PARCEL III:

Easement for the benefit of Parcel II as created by that certain Easement dated December 13, 1983, and recorded in Real 2571, page 628 and refiled by Real 99, page 911, for the purpose of a sanitary sewer pipeline.

PARCEL IV:

Easement for the benefit of Parcel II as created by that certain Easement dated 11-30-83, recorded in Real 2429, page 31 and refiled in Real 85, Page 53, for the purpose of a sanitary sewer pipeline.

PARCEL V:

Shelby County, AL 06/27/2014
State of Alabama
Deed Tax: \$2693.00

Easement for the benefit of Parcel II as created by that certain Easement recorded in Shelby Real 351, page 963, in said Probate Office.

PARCEL VI:

Appurtenant Easement referenced in Section 6.2 of the Restrictive Covenants recorded in Misc. Book 19, page 633, in said Probate Office.

TO HAVE AND TO HOLD, to the Grantee and to the successors and assigns of the Grantee in fee simple forever.

And the Grantor does for itself and its successors and assigns covenant with the Grantee and its successors and assigns that Grantor will warrant and defend the title to the Property to the Grantee and its successors and assigns forever, against the lawful claims of all persons claiming by through or under the Grantor, but not otherwise. No other covenants or warranties, express or implied, are given by this Limited Warranty Deed.

Notwithstanding any other provision herein to the contrary, the conveyance evidenced by this Limited Warranty Deed is expressly made subject to the following matters:

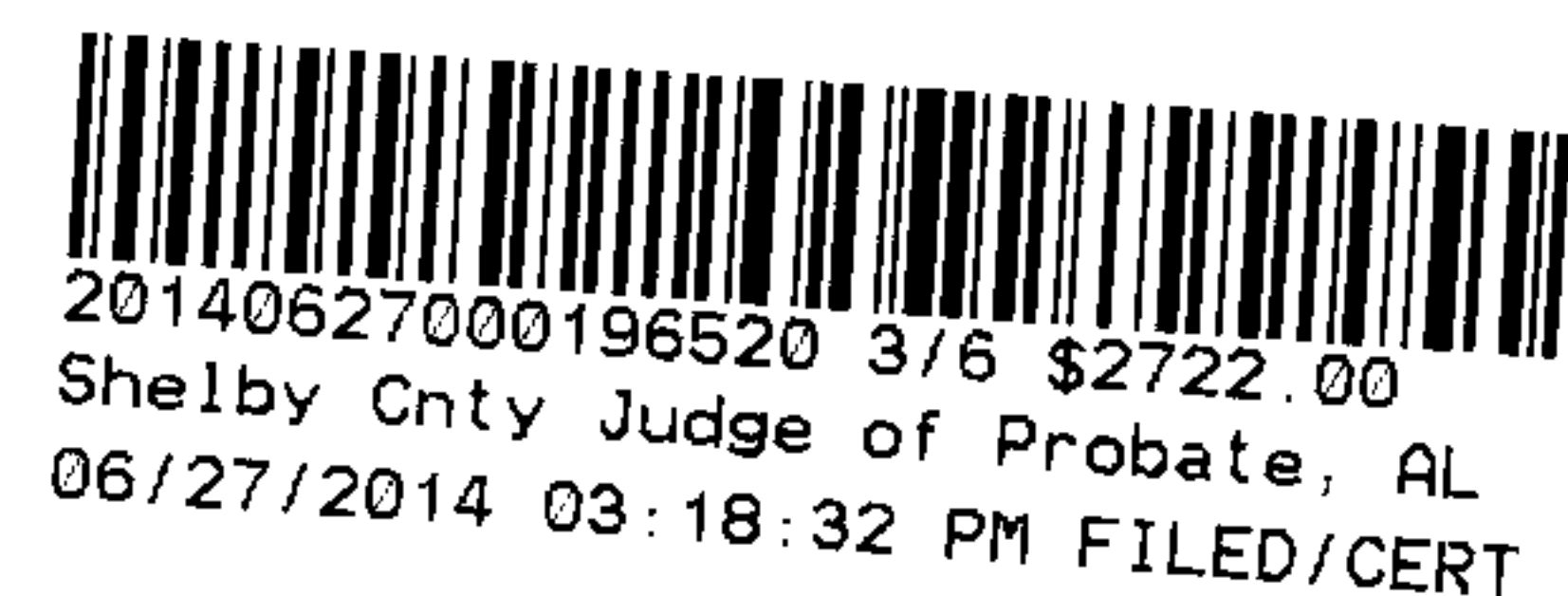
1. 2014 ad valorem taxes, a lien due and payable October 1, 2014.
2. Rights of tenants in possession as of the date hereof, as tenants only, under unrecorded residential leases.
3. Declaration of Protective Covenants, agreements, easements, charges and liens for Riverchase (Business), recorded in Misc. Book 13, Page 50; amended by Misc. Book 15, Page 189, further amended and superseded by Misc. Book 19, Page 633, in the Probate Office of Shelby County, Alabama. (Parcels I & II)
4. Mineral and mining rights and rights incident thereto recorded in Deed Book 4, Page 464, in the Probate Office of Shelby County, Alabama.
5. Covenants and restrictions referred to as Item #6 in deed recorded in Deed Book 331, Page 757 to wit: Said property conveyed by this instrument is hereby restricted to use as a multi-family development and related uses with a density not to exceed 12 units per acre as defined in the Riverchase Architectural Committee Development Criteria for Planned Multi-Family (PR-1) District of Riverchase dated 4-11-80, unless a change in use is authorized pursuant to the Riverchase Business Covenants as described in Paragraph 5 in deed, said restrictions to be effective for the same period of time as the Riverchase Business Covenants. (Parcels I & II)
6. Land use agreement between the Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Misc. Book 19, Page 690, in the Probate Office of Shelby County, Alabama. (Parcels I & II)

7. Easement agreement by and among Liberty National Life Insurance Company, Riverchase Gardens, Ltd., BHN Corporation, Riverchase Gardens II, Ltd., Southwood Park Estates, Inc., BHN Development Corporation and Wren Development, recorded in Real Volume 85, Page 66, in the Probate Office of Shelby County. (Parcels I & II)
8. 50 foot easement for permanent slope easement for construction and maintenance of earthen embankment to Wren Development over the Northerly side, as shown by Map recorded in Map Book 8, Page 153,. (Parcel I)
9. 15 foot easement over the Northerly side for public utilities, sanitary sewers, storm sewers and open storm ditches and a 25 foot easement in Northwest corner, as shown by map recorded in Map Book 9, Page 40. (Parcel II)
10. 25 foot easement to Wren Development for construction and maintenance of East embankment, as shown by map recorded in Map Book 8, Page 153. (Parcel I)
11. Right of Way granted to Alabama Power Company by instrument recorded in Book 355, Page 270, in the Probate Office of Shelby County, Alabama. (Parcel II)
12. Right of Way granted to Alabama Power Company by instrument recorded in Real Volume 148, Page 899, in the Probate Office of Shelby County, Alabama. (Parcel I)
13. Rights of tenants in possession, as tenants only, under prior unrecorded residential apartment leases.
14. 20 foot easement along the southeastern boundary line of the property as shown on the map recorded in Map Book 8, Page 153. (Parcel I)
15. Grant of Easement from Riverchase Apartments, LP to Marcus Cable of Alabama, LLC dated December 19, 2007, filed February 21, 2008 in Instrument # 20080221000070040.
16. All matters shown on that ALTA/ACSM Land Title Survey of the Property dated May 15, 2014 and prepared by Michael R. Brides, Registration No. 25650.

SIGNATURE PAGE TO FOLLOW.

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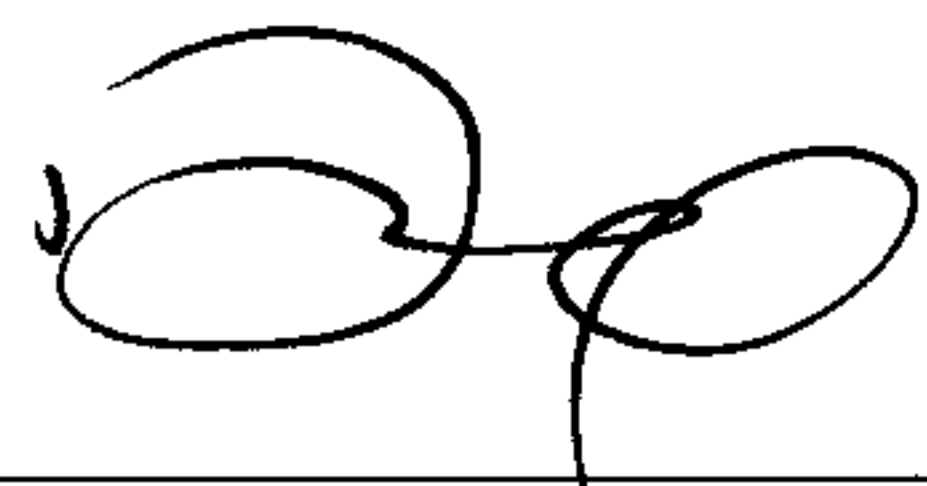
mortgage recorded simultaneously for 12,607,000.00



IN WITNESS WHEREOF, the Grantor has hereto set its signature as of the 27 day of June, 2014.

RIVERCHASE APARTMENTS, LP,
an Alabama limited partnership

By: Southside IX, LLC, a Alabama
limited liability company,
its General Partner

By: 
Robert C. Field,
its Manager

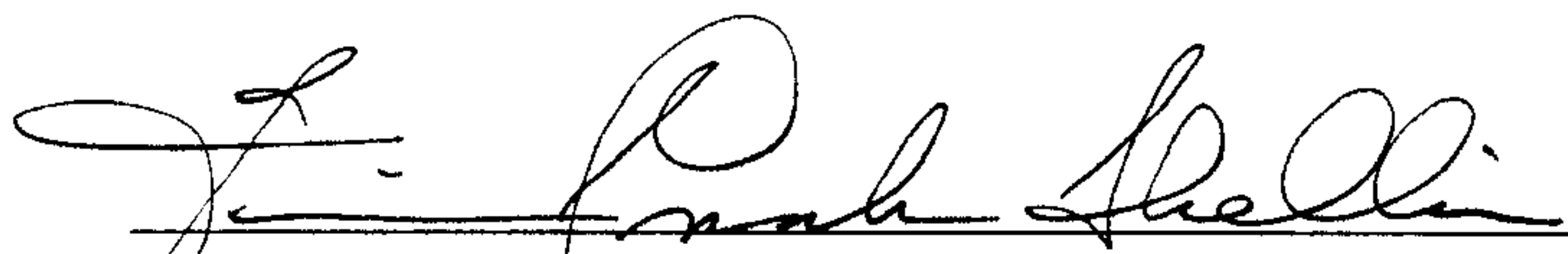
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

ACKNOWLEDGMENT

Before me, Tommie Graham Skellie, a Notary Public of said County and State, personally appeared Robert C. Field, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager (or other officer authorized to execute the instrument) of Southside IX, LLC, the General Partner of Riverchase Apartments, LP, an Alabama limited partnership, the within named bargainor, and that he as such Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as the General Partner of Riverchase Apartments, LP, an Alabama limited partnership, by himself as Manager of said limited liability company.

Given under my hand and official seal, this 20th day of June, 2014.


NOTARY PUBLIC

My Commission Expires: 8/27/2015


20140627000196520 4/6 \$2722.00
Shelby Cnty Judge of Probate, AL
06/27/2014 03:18:32 PM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Riverchase Apartments, LP
Mailing Address 2040 Highland Ave., South
Suite 1600
Birmingham, AL 35205

Grantee's Name The Overlook Apartments *
Mailing Address _____

* Hoover, LLC _____

Property Address 700 Garden Woods Dr
Birmingham, AL 35244

Date of Sale June _____, 2014
Total Purchase Price \$ 15,300,000.00
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 Limited Warranty Deed

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 June _____, 2014

Print Riverchase Apartments, LP

☐ Unattested

Sign See signature page attached hereto.

(verified by)

(Grantor/Grantee/Owner/Agent) circle one


20140627000196520 5/6 \$2722.00
Shelby Cnty Judge of Probate, AL
06/27/2014 03:18:32 PM FILED/CERT

Form RT-1

Riverchase Apartments, LP,
an Alabama limited partnership

By: Southside IX, LLC, an Alabama
limited liability company,
its General Partner

By: _____

Robert C. Field,
its Manager



20140627000196520 6/6 \$2722.00
Shelby Cnty Judge of Probate, AL
06/27/2014 03:18:32 PM FILED/CERT