

This document prepared by
and after recording return to:
McCoy & Orta, P.C.
Attn: Mary Dougherty
100 N Broadway, 26th Floor
Oklahoma City, Oklahoma 73102
Loan No. 10-0005813
MO No. 180.0015

**RELEASE AND SATISFACTION OF MORTGAGE
(with ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING)**

KNOW ALL MEN BY THESE PRESENTS: That RED CAPITAL PARTNERS, LLC, an Ohio limited liability company, whose address is 10 West Broad Street, 8th Floor, Columbus, OH 43215, is the owner and holder of a certain:

MORTGAGE, (WITH ASSIGNMENT OF LEASES AND RENTS. SECURITY AGREEMENT AND FIXTURE FILING) ("Mortgage"), given by STV ONE NINETEEN SENIOR LIVING, LLC, a Delaware limited liability company ("Borrower"), in favor of RED WAREHOUSE I, LLC ("Original Lender"), executed as of December 22, 2013 and made effective as of December 30, 2013, and recorded on December 30, 2013, as Instrument No. 20131230000496550 in the Probate Records of Shelby County, Alabama, as amended by the ***FIRST AMENDMENT TO MORTGAGE, (WITH ASSIGNMENT OF LEASES AND RENTS. SECURITY AGREEMENT AND FIXTURE FILING)*** ("Amendment to Mortgage"), given by Borrower in favor of Original Lender, made as of March 31, 2015 and recorded on April 6, 2015 as Instrument No. 20150406000107520 in the Probate Records of Shelby County, Alabama; said Mortgage and Amendment to Mortgage were assigned to RED CAPITAL PARTNERS, LLC by ***Assignment of Mortgage (with Assignment of Leases and Rents, Security Agreement and Fixture Filing)*** effective as of September 29, 2016, and recorded on April 27, 2017, as Instrument No. 2017042700014400 in the Probate Records of Shelby County, Alabama.

The Mortgage and Amendment to Mortgage secured that certain Amended and Restated Note dated March 31, 2015, in the original principal amount of Twenty-Eight Million and 00/100 Dollars (\$28,000,000.00), and certain promises and obligations set forth in the Mortgage and Amendment to Mortgage upon the property situated in said State and County described as follows, to-wit:

Property (including improvements) subject to Mortgage referenced above:

Property described in Exhibit A attached hereto and by this reference made a part hereof.

Holder of the Note and Mortgage referenced above, for consideration of the full payment of the above described debt, does hereby acknowledge satisfaction of said Mortgage and any amendments thereto, and hereby discharges such Mortgage, and any amendments thereto, and releases the property therein described from the lien and effect of the same.

[Signature page follows]

IN WITNESS WHEREOF, RED CAPITAL PARTNERS, LLC, an Ohio limited liability company, has caused these presents to be executed in its name, this 5th day of May, 2017.

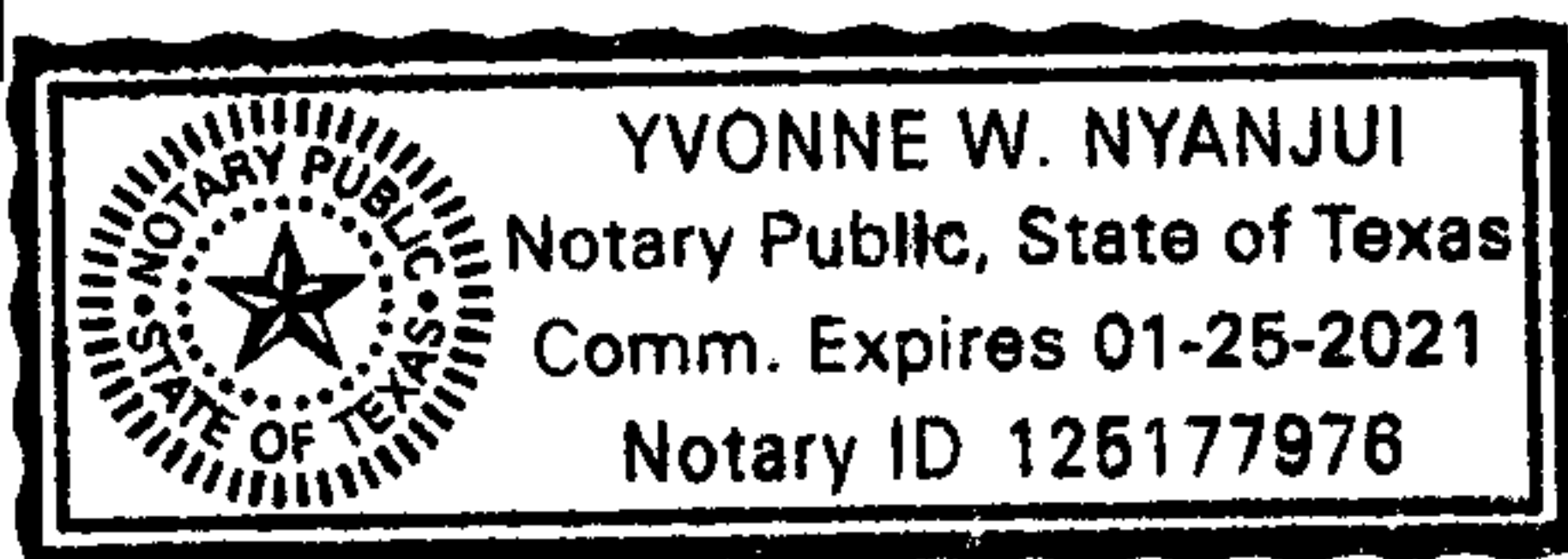
RED CAPITAL PARTNERS, LLC, an Ohio limited liability company

By: [Signature]
Name: Barry Fuller
Title: Senior Managing Director

STATE OF ~~OHIO~~ TEXAS)
COUNTY OF ~~FRANKLIN~~ DALLAS) ss

This instrument was ACKNOWLEDGED before me, on the 5th day of May, 2017, by Barry Fuller, as Senior Managing Director of RED CAPITAL PARTNERS, LLC, an Ohio limited liability company.

[SEAL]



[Signature]
Signature of Notary Public

My Commission Expires:

01/25/2021

YVONNE W. NYANJUI
Printed Name of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

Lot 1-B according to St. Vincent's Hospital Highway No. 119 Survey as recorded in Map Book 39, Page 103 in the office of the Judge of Probate of Shelby County, Alabama and situated in the NW 1/4 and the NE 1/4 of Section 32, Township 18 South, Range 1 West Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeasterly Corner of Lot 1-B, St. Vincent's Hospital Highway No. 119 Survey as recorded in Map Book 39, Page 103 in the office of the Judge of Probate of Shelby County, Alabama, said point being on the Northerly right-of-way line of Greystone Way as recorded in Map Book 29, Page 123 in the office of the Judge of Probate of Shelby County, Alabama, and run in a Northeasterly direction along the boundary of said Lot 1-B a distance of 569.13 feet to a point; thence $3^{\circ}53'00''$ to the left in a Northeasterly direction along the boundary of said Lot 1-B a distance of 424.81 feet to a point; thence $76^{\circ}04'07''$ to the left in a Northwesterly direction along the boundary of said Lot 1-B a distance of 352.05 feet to a point; thence $58^{\circ}04'29''$ to the left in a Southwesterly direction along the boundary of said Lot 1-B a distance of 72.43 feet to a point on a curve to the right having a radius of 655.00 feet and a central angle of $47^{\circ}12'36''$; thence $78^{\circ}56'03''$ to the left (angle measured to tangent) in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve and along the boundary of said Lot 1-B a distance of 539.70 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the boundary of said Lot 1-B a distance of 39.65 feet to a point; thence $90^{\circ}00'00''$ to the right in a Northwesterly direction along the boundary of said Lot 1-B a distance of 25.00 feet to a point; thence $90^{\circ}00'00''$ to the left in a Southwesterly direction along the boundary of said Lot 1-B a distance of 70.27 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 517.00 feet and a central angle of $24^{\circ}29'13''$; thence in a Southwesterly direction along the arc of said curve and along the boundary of said Lot 1-B a distance of 220.95 feet to the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 370.50 feet and a central angle of $23^{\circ}26'54''$; thence in a Southwesterly direction along the arc of said curve and along the boundary of said Lot 1-B a distance of 151.63 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the boundary of said Lot 1-B a distance of 72.81 feet to a point on the Northerly right-of-way line of Greystone Way; thence $91^{\circ}09'24''$ to the left in a Southeasterly direction along the Northerly right-of-way line of Greystone Way and along the boundary of said Lot 1-B a distance of 207.31 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 410.00 feet and a central angle of $43^{\circ}51'30''$; thence in a Southeasterly, Easterly, and Northeasterly direction along the Northerly right-of-way line of Greystone Way, along the arc of said curve and along the boundary of said Lot 1-B a distance of 313.84 feet to the POINT OF BEGINNING.

Containing 8.990 acres.

PARCEL II

Together with an easement for ingress and egress as described in that certain Restrictive Covenant and Reciprocal Easement Agreement between Seton Property Corporation of North Alabama and STV One Nineteen Senior Living, LLC dated December 28, 2007 and recorded in Instrument No. 20071228000583600, as amended by First Amendment to Restrictive and Reciprocal Easement Agreement in Instrument No. 20111221000387420.

4825-5292-6498, v. 1



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/08/2017 02:28:32 PM
\$27.00 CHERRY
20170508000159500

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the printed name and title of the County Clerk.