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 Fee Amt: \$4,374.60 Page 1 of 3
 Revenue Tax: \$4,345.60
 Instr# 200600020177
 Linn County Iowa
 JOAN MCCALMANT RECORDER
 BK **6132** PG **483-485**

Prepared by: Gray, Plant, Mooty, Mooty & Bennett, P.A. (JDG)
 500 IDS Center, 80 South Eighth Street
 Minneapolis, MN 55402-3796
 612/632/3074

Address Tax Statement: Tapestry Village Place Independent Living, LLC; 17220 Wright Street
 Suite 200, Omaha, NE 68130

WARRANTY DEED

KNOW ALL BY THESE PRESENTS: That **Village Place at Marion, L.P.**, an Iowa limited partnership, in consideration of One Dollar (\$1.00) and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey and confirm unto **Tapestry Village Place Independent Living, LLC**, an Iowa Limited Liability Company, Grantee, the following-described real estate situated in Linn County, Iowa:

Lot 2, R.E.M. First Addition to the City of Marion, Linn County, Iowa, together with a non-exclusive access easement over Lot 1, R.E.M. First Addition to the City of Marion, for purposes of ingress and egress as set forth on the final plat of R.E.M. First Addition to the City of Marion, Linn County, Iowa.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantee's successors and assigns forever.

And Grantor does hereby covenant with Grantee and with Grantee's successors and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrances except those described in Exhibit A attached hereto ("Permitted Encumbrances"); that Grantor has the right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said

Iowa Title Input #2906149093

premises against the lawful claims of all persons whomsoever, except claims that arise out of Permitted Encumbrances.

Dated as of September 29, 2005.

Village Place at Marion, L.P.

By: Development Group, LLC, a Minnesota limited liability company, its General Partner

By: Craig R. Miller
Craig R. Miller, Vice President

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

Before me, a Notary Public, qualified for said County, personally came Craig R. Miller known to me to be the Vice President of Development Group, LLC., a Minnesota limited liability company, the General Partner of Village Place at Marion, L.P., a Minnesota limited partnership, the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and that the execution thereof was the signer's voluntary act and deed on behalf of the General Partner and the voluntary act and deed of the limited partnership.

WITNESS my hand and Notarial Seal this 27th day of September, 2005.

Jennifer A. Miller
Notary Public

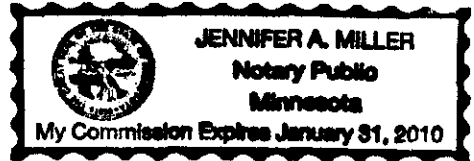


EXHIBIT A

PERMITTED ENCUMBRANCES

1. Taxes and Assessments not yet due or payable and special assessments not yet certified to the county treasurers office;
2. Easements as set forth on the Plat and contained in the Dedication of R.E.M. First Addition to the City of Marion.
3. Terms and provisions of Access Permit No. 6-2695, filed December 14, 1988, in Volume 2053 at Page 426.
4. Terms and provisions of Joint Driveway, Access and Maintenance Easement Agreement dated February 4, 1998, filed February 6, 1998 in Volume 3623 at Page 42, as Document No. 41978, by and between Village Place at Marion II LP and Village Place at Marion, L.P., as amended by Amendment to Joint Driveway, Access and Maintenance Easement Agreement, filed September 16, 1999 in Volume 3978 at Page 511, as Document No. 19503.
5. The rights or interests of tenants in possession, as tenants only, pursuant to unrecorded leases.

GP:1752528 v1