

20140711000210490 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
07/11/2014 01:14:22 PM FILED/CERT

After recording return to:
RO1, LLC
2250 NW Flanders Street
Suite Garden O2
Portland, Oregon 97210

Cross Reference:
Instrument No. 2001-00463
Instrument No. 20091001000372640
Shelby County, Alabama records

ASSIGNMENT OF NOTE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF NOTE AND OTHER LOAN DOCUMENTS (the "Assignment") is made by SYNOVUS BANK, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with First Commercial Bank ("Assignor"), to and in favor of RO1, LLC ("Assignee"), whose mailing address is 2250 NW Flanders Street, Suite Garden 02, Portland, Oregon 97210.

RECITALS:

A. Assignor is the owner and holder of that certain loan (the "Loan") evidenced by that certain Promissory Note (the "Note") payable to Assignor and delivered by John H. Holcombe and Josephine R. Holcombe (the "Borrower") which Promissory Note is secured by those certain mortgages (the "Mortgages") recorded in the Shelby County, Alabama records, and other documents and instruments, all of which may have been subsequently modified or amended all as more particularly described on **Schedule "A"** attached hereto (the "Schedule") and by this reference made a part hereof.

B. The Note and the Mortgages, and any other documents evidencing and securing the Loan are hereinafter collectively referred to as the "Loan Documents."

AGREEMENT:

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the covenants herein set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor SELLS, ASSIGNS, ENDORSES, TRANSFERS, GRANTS, CONVEYS, and QUITCLAIMS unto Assignee all of the Assignor's right, title, interest and benefit to, in and under the Loan Documents and the sums payable thereunder, with interest from the Effective Date of this Assignment without representations or warranties, express or implied.


TO HAVE AND TO HOLD the same together with all rights, titles, interests, privileges, claims, demands and equities existing and to exist in connection therewith unto Assignee, its successors and assigns forever.

Assignor expressly waives and releases in favor of Assignee any and all rights that Assignor may now have or hereinafter have to establish or enforce any lien or security interest, if any, securing payment of the indebtedness arising pursuant to the Loan.

Assignor directs that all payments due under the Loan Documents subsequent to the Effective Date be made directly to Assignee.

Except as otherwise specifically stated in this Assignment, Assignor specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future with respect to the Loan Documents, including, without limitation, (i) the validity, existence, or priority of any lien or security interest securing the Loan; (ii) the existence or basis for any claim, counterclaim, defense or offset relating to the Loan; (iii) the financial condition of Borrower; (iv) the compliance of the Loan with any laws, ordinances or regulations of any government or other body; (v) the condition of any collateral securing the Loan; (vi) the general assignability of the Loan Documents, and (vii) the future performance of the Borrower, the collateral or any guarantor of the Loan Documents. Assignee acknowledges and represents to Assignor that having been given the opportunity to undertake its own investigation of the Loan Documents, Assignee is relying solely on its own investigation of the Loan Documents and not any information provided or to be provided by Assignor. The sale of the Loan Documents as provided for herein is made on an "AS IS," "WHERE IS" basis, with all faults, and Assignee, by acceptance of this Assignment, expressly acknowledges that **ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE LOAN DOCUMENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.** Notwithstanding anything to the contrary in the foregoing, Assignor represents and warrants to Assignee that Assignor is the holder of the Note and Mortgages and has the right to assign same to Assignee.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.


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IN WITNESS WHEREOF, Assignor and Assignee have set their hands and affixed their seals to this Assignment effective as of the 13 day of June, 2014 (the "Effective Date").

Signed, sealed and delivered

ASSIGNOR:

In the presence of:

Witness

Witness

SYNOVUS BANK, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with First Commercial Bank

By:

Name:

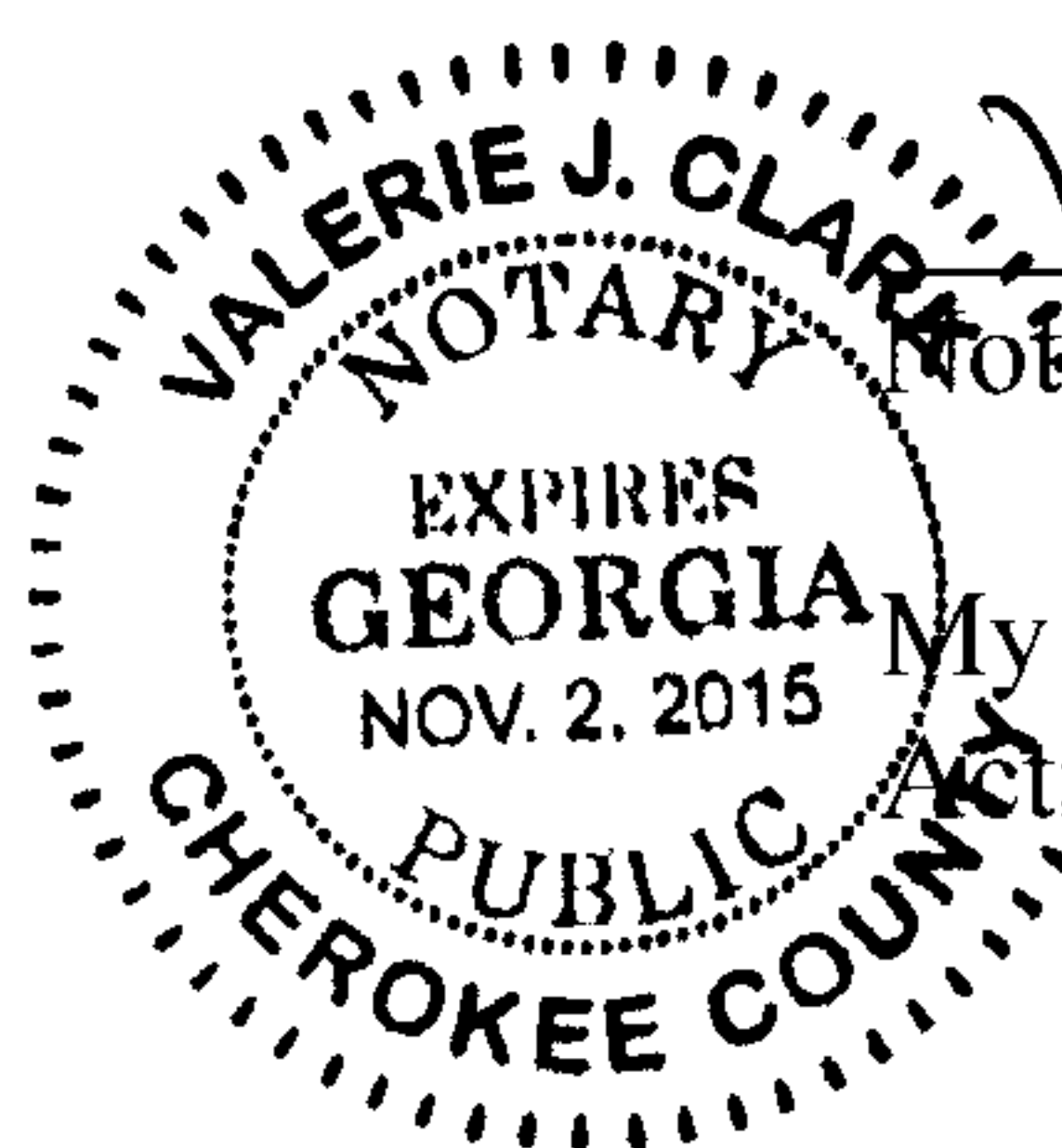
Title: Rebecca Eschborn
Managed Assets Officer

[BANK SEAL]

STATE OF Georgia

COUNTY OF Cherokee

Then personally appeared the above named Rebecca Eschborn, as Managed Assets Officer of Synovus Bank ("Assignor"), and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Assignor, before me.



Notary Public

My commission expires: 11/2/15

Acting in Cherokee County, Georgia



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Signed, sealed and delivered

In the presence of:

[Signature]
Witness

[Signature]
Witness

ASSIGNEE:

RO1, LLC

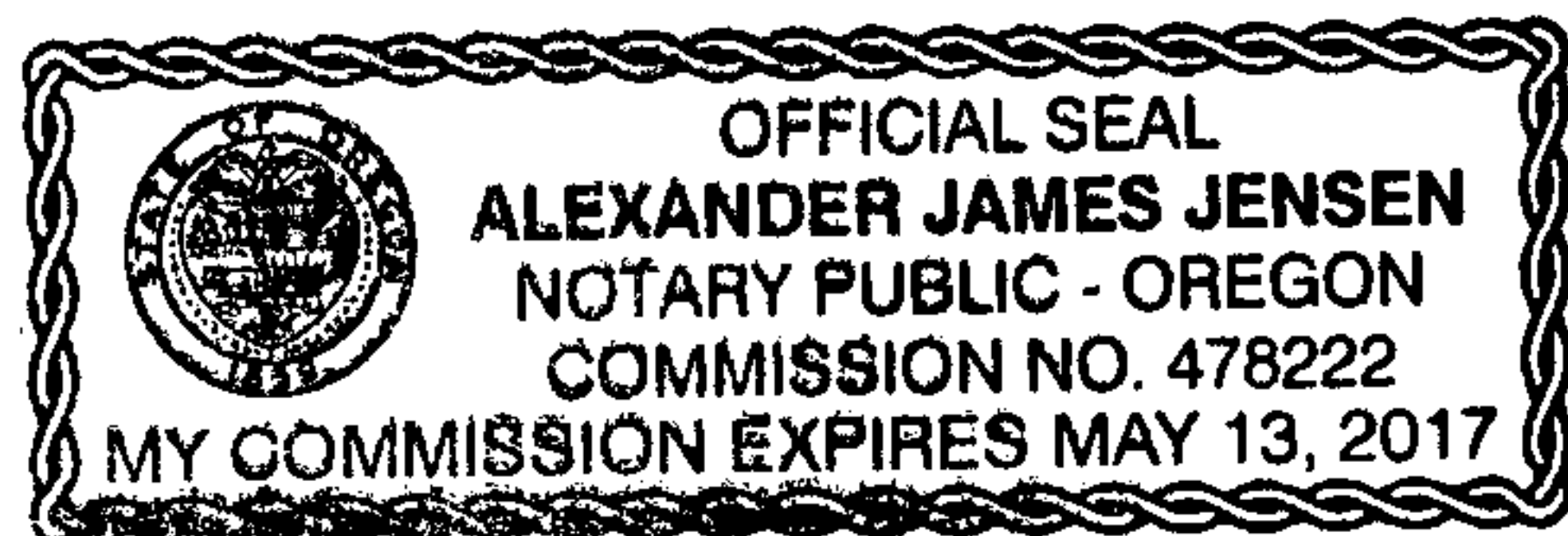
By: [Signature]
Name: Robert Barnett, Vice President
Title: of Manager Red Hills Holdings,
Manager of RO1, LLC

[SEAL]

STATE OF Oregon

COUNTY OF Multnomah

Then personally appeared the above named Robert Barnett, as VP of RH Holdings, Manager of RO1, LLC ("Assignee"), and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Assignee, before me.



[Signature]
Notary Public

My commission expires: May 13, 2017
Acting in Multnomah County, Oregon

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SCHEDULE A

John H. Holcombe - 69360872-12

1. Promissory Note from John H. Holcombe and Josephine R. Holcombe in favor of First Commercial Bank dated October 1, 2009 in the original principal amount of \$201,493.27, which is a refinance of that certain Promissory Note from John H. Holcombe and Josephine R. Holcombe in favor of First Commercial Bank dated August 25, 2009 in the original principal amount of \$199,758.57, which is a refinance of (i) that certain Promissory Note from John H. Holcombe and Josephine R. Holcombe in favor of First Commercial Bank dated June 26, 2008 in the original principal amount of \$120,464.35, which is a renewal of that certain Promissory Note from John H. Holcombe and Josephine R. Holcombe in favor of First Commercial Bank dated May 6, 2007 in the original principal amount of \$125,000.00, which is a renewal of that certain Promissory Note from John H. Holcombe and Josephine R. Holcombe in favor of First Commercial Bank dated May 16, 2006 in the original principal amount of \$100,000.00, which is a renewal of that certain Promissory Note from John H. Holcombe and Josephine R. Holcombe in favor of First Commercial Bank dated May 20, 2005 in the original principal amount of \$100,200.00, which is a renewal of that certain Promissory Note from John H. Holcombe and Howard Holcombe in favor of First Commercial Bank dated May 4, 2004 in the original principal amount of \$100,200.00, which is a renewal of that certain Promissory Note from John H. Holcombe and Howard Holcombe in favor of First Commercial Bank dated April 16, 2003 in the original principal amount of \$75,100.00, which is a renewal of that certain Promissory Note from John H. Holcombe and Howard Holcombe in favor of First Commercial Bank dated February 21, 2003 in the original principal amount of \$50,100.00 and (ii) that Promissory Note from John H. Holcombe in favor of First Commercial Bank dated December 31, 2005 in the original principal amount of \$113,396.32, which is a renewal of that certain Promissory Note from John H. Holcombe in favor of First Commercial Bank dated November 29, 2001 in the original principal amount of \$165,104.75, which is a renewal of that certain Promissory Note from John H. Holcombe in favor of First Commercial Bank dated December 28, 2000 in the original principal amount of \$175,000.00
2. Real Estate Mortgage and Security Agreement from John H. Holcombe in favor of First Commercial Bank dated December 28, 2000 and recorded as Instrument No. 2001-00463 in the office of the Judge of Probate of Shelby County, Alabama
3. Mortgage from John H. Holcombe in favor of First Commercial Bank dated October 1, 2009 and recorded as Instrument No. 20091001000372640 in the office of the Judge of Probate of Shelby County, Alabama
4. Stewart Title Guaranty Company ALTA Loan Policy No. M-9994-4372299

5. First American Title Insurance Company Short Form Residential Loan Policy One-to-Four Family No. FA87-100646

