


**SEND TAX NOTICE TO:**  
**RO1, LLC**  
**c/o Red Hills Holdings, LLC**  
**Attn: Mike Parthasarathy**  
**2250 NW Flanders St. – Suite G-02**  
**Portland, OR 97210**

STATE OF ALABAMA  
COUNTY OF SHELBY

  
20150410000116230 1/7 \$35.00  
Shelby Cnty Judge of Probate, AL  
04/10/2015 02:57:19 PM FILED/CERT

**MORTGAGE FORECLOSURE DEED**

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, John H. Holcombe executed certain mortgages on real property hereinafter described in favor of First Commercial Bank and thereafter assigned to RO1, LLC, an Oregon limited liability company, said mortgages being dated December 28, 2000, recorded on January 5, 2001 in the office of the Shelby County Judge of Probate, Instrument No. 2001-00463 and dated and recorded on October 1, 2009, in the office of the Shelby County Judge of Probate, Instrument No. 20091001000372640 (the "Mortgages"); and

WHEREAS, in and by said Mortgages, Mortgagee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property at the main entrance to the Shelby County Courthouse, in Shelby County, Columbiana, Alabama, after giving notice of the time, place, and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said Mortgages provided that in case of sale under the power and authority contained in same, Mortgagee or any person conducting said sale for Mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said Mortgages that Mortgagee may bid at the sale and purchase said property if the highest bidder thereof; and

WHEREAS, default was made in the payment of the indebtedness secured by said Mortgages, and Mortgagee did declare all of the indebtedness secured by said Mortgages subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said Mortgages by publication in *Shelby County Reporter*, a newspaper of general circulation published in Shelby County, Alabama, in its issues of March 18 and 25, 2015 and April 1, 2015; and

WHEREAS, on April 6, 2015, the date on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly conducted, and Mortgagee did offer for sale and sell at public outcry at the main entrance to the Shelby County Courthouse in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Judson C. Brandt was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for Mortgagee; and

WHEREAS, Mortgagee, RO1, LLC, was the highest bidder and best bidder in the amount of two hundred thirty-five thousand dollars and 00/100 (\$235,000.00) on the indebtedness secured by said Mortgages, and, Mortgagee, by and through Judson C. Brandt as auctioneer conducting said sale and as attorney-in-fact for Mortgagee, does hereby grant, bargain, sell and convey unto RO1, LLC, all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to-wit:

Parcel One

From the true (sized Section) NW corner of the SW 1/4 of the NE 1/4 of Section 2, Township 20 South, Range 2 East, run thence true South 00 degrees 55 minutes 10 seconds West along the true West boundary of said SW 1/4 of the NE 1/4 a distance of 287.12 feet to a point on the Southerly boundary of U.S. Highway #280 (250 foot right of way); thence turn 00 degrees 38 minutes 31 seconds left and run South 00 degrees 16 minutes 39 seconds West along an accepted property line a distance of 642.51 feet; thence turn 00 degrees 01 minutes 35 seconds right and continue South 00 degrees 18 minutes 14 seconds West along said accepted



property line a distance of 396.07 feet; thence turn 00 degrees 06 minutes 47 seconds left and continue South 00 degrees 11 minutes 27 seconds West along said accepted property line a distance of 468.75 feet to the point of beginning of herein described parcel of land; thence continue South 00 degrees 11 minutes 27 seconds West along said accepted property line a distance of 909.42 feet; thence turn 00 degrees 18 minutes 59 seconds right and continue along said accepted property line a distance of 1273.32 feet to a point on the true South boundary of the SW 1/4 of the SE 1/4 of Section 2, Township 20 South, Range 2 East; thence turn 89 degrees 52 minutes 41 seconds left and run 1276.89 feet along said true South boundary of said SW 1/4 of the SE 1/4 to the true SE corner thereof; thence turn 89 degrees 32 minutes 55 seconds left and run North 01 degrees 04 minutes 50 seconds East a distance of 1327.34 feet to the true NE corner of said SW 1/4 of the SE 1/4 ; thence turn 00 degrees 54 minutes 15 seconds left and run North 00 degrees 10 minutes 35 seconds East along an accepted property line a distance of 664.11 feet; thence turn 90 degrees 10 minutes 35 seconds left and run 989.58 feet; thence turn 90 degrees 00 minutes right and run 205.50 feet; thence turn 90 degrees 00 minutes left and run 300 feet to the point of beginning of herein described parcel of land.

A non-exclusive 30.0 foot easement for ingress and egress, to-wit:

From the NW corner of the heretofore described parcel of land, run true due East along the North boundary of said parcel of land a distance of 15.0 feet to the point of beginning of the centerline of said 30.0 foot easement; thence turn 89 degrees 48 minutes 33 seconds left and run 468.68 feet along said easement centerline; thence turn 00 degrees 06 minutes 47 seconds right and run 396.06 feet along said easement centerline; thence turn 00 degrees 01 minutes 35 seconds left and run 202.97 feet along said easement centerline; thence turn 02 degrees 42 minutes 54 seconds right and run 119.81 feet along said easement centerline; thence turn 02 degrees 57 minutes 15 seconds right and run 157.07 feet along said easement centerline; thence turn 09 degrees 09 minutes 06 seconds right and run 117.46 feet along said easement centerline to a point of termination on the Southerly boundary of aforementioned U.S. Highway #280.

GRANTOR RESERVES THE RIGHT TO THE USE OF THE ABOVE DESCRIBED EASEMENT, WHICH RIGHT SHALL INURE TO THE BENEFIT OF THE GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS.

Less and Except:

A part of the NW 1/4 of the SE 1/4 of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at a 1/2-inch rebar found and Set by Sam W. Hickey (AL Reg. No. 4848) and accepted as the Southwest corner of the NW 1/4 of the SE 1/4 of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama, proceed North 0 degrees 10 minutes 47 seconds East along or near a fence line for 909.49 feet; thence South 89 degrees 49 minutes 13 seconds East 3.60 feet to a 5/8 inch



rebar set (AL Reg. No. 19753), said point being the point of beginning of herein described parcel of land; thence North 89 degrees 58 minutes 36 seconds East 296.50 feet to a 5/8 inch rebar set (AL Reg. No. 19753); thence South 0 degrees 01 minutes 24 seconds East 729.98 feet to a 5/8 inch rebar set (AL Reg. No. 19753); thence South 89 degrees 58 minutes 36 seconds West parallel to the North boundary of herein described parcel of land for 301.98 feet to a 5/8 inch rebar set (AL Reg. No. 19753); thence North 0 degrees 24 minutes 24 seconds East along or near a fence for 730.00 feet; back to the point of beginning.

According to survey of Billy R. Martin, RLS #10559, dated December 27, 2000.

#### Parcel Two

Commence at the Southeast corner of the SW 1/4 of the SE 1/4, Section 28, Township 19 South, Range 2 East, Shelby County, Alabama; thence run West along the South line of said 1/4-1/4 for a distance of 102.82 feet thence right 89°55' for a distance of 79.92 feet to the right-of-way of Kymulga Perry Road and the point of beginning of the parcel herein described; thence left 91°25'15" for a distance of 40.00 feet; thence Westerly along the South boundary line of said Kymulga Perry Road 581.22 feet; thence left 87°28'33" for a distance of 167.00 feet; thence left 4°55'55" for a distance of 242.78 feet; thence left 50°05'03" for a distance of 219.44 feet; thence left 42°18'59" for a distance of 443.90 feet; thence left 90°04'30" for a distance of 192.07 feet; thence right 90°13'30" for a distance of 555.38 feet to the right-of-way of U.S. Highway No. 280; thence left 142°53'00" and run along said Southwest right-of-way line for 595.10 feet to its intersection of the South line of Kymulga Perry Road; thence West along said right-of-way line of Kymulga Perry Road 29.70 feet to the point of beginning.

Less and Except the following described land: Commence at the Southeast corner of the SW 1/4 of SE 1/4, Section 28, Township 19 South, Range 2 East, Shelby County, Alabama; thence run West along the South line of said 1/4 – 1/4 for a distance of 102.82 feet; thence turn right 89°55' and run in a Northerly direction 79.92 feet to its intersection with the South right-of-way line of Kymulga Perry Road; thence turn 88°34'54" right and run in an Easterly direction along said right-of-way line a distance of 29.70 feet to its intersection with the Southwesterly right-of-way line of U.S. Highway No. 280, thence turn 34°23'33" right to the tangent of a curve to the right having a central angle of 2°50'32" and a radius of 4544.27 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 225.42 feet; thence from the tangent of last described curve turn right 54°11'10" and run in a Southerly direction for a distance of 128.77 feet; thence turn right 90°05' and run in a Westerly direction 215.69 feet; thence turn 89°55' right and run in a Northerly direction 175.12 feet to the point of beginning.

Less and Except lot sold as described in deed recorded in the Probate Office of Shelby County, Alabama, in Deed Book 271, page 463, said excepted lot being described as follows: From the Northeast corner of the NW 1/4 of NE 1/4 of Section 33, Township 19 South, Range 2 East, Shelby County, Alabama, proceed West along the North boundary line of said 1/4 – 1/4 for a distance of 102.82 feet; thence left 90° 05' for a distance of 120.00 feet; thence right 90°05' for a distance



of 43.27 feet to the point of beginning; thence continue in a straight line 125.03 feet; thence turn left along an arc of a 25.00 foot radius through an angle of 90°03'30" for a distance of 126.19 feet; thence left 90°13'30" for a distance of 150.00 feet; thence left 89°45' for a distance 150.46 feet to the point of beginning; such described property being situated in the NW 1/4 of NE 1/4 of Section 33, Township 19 South, Range 2 East.

Less and Except that property as described in deeds recorded in Deed Book 301, Page 766 and Deed Book 337, Page 933, in the Probate Office of Shelby County, Alabama.

Subject to right-of-way to State of Alabama, as recorded in Deed Book 346, Page 211, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto RO1, LLC, its successors/heirs and assigns, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in the State of Alabama.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by and through Judson C. Brandt, as auctioneer conducting said sale and as attorney-in-fact for Mortgagee, and Judson C. Brandt, as said auctioneer and attorney-in-fact for Mortgagee, has hereto set his hand and seal on this 8<sup>th</sup> day of April 2015.

RO1, LLC,  
an Oregon limited liability company  
By: [Signature]  
Judson C. Brandt  
Its: Auctioneer and Attorney-in-Fact

STATE OF Florida  
COUNTY OF Eschscholtz

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Judson C. Brandt, whose name as auctioneer and attorney-in-fact for RO1, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, he, as such auctioneer and attorney-in-fact and

with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Transferee.

Given under my hand and official seal on this 8th day of April 2015.

Valerie A. Hoyt  
Notary Public  
My Commission Expires: 6-30-2017

The instrument prepared by:

Judson C. Brandt, Esq.  
Clark, Partington, Hart, Larry, Bond & Stackhouse  
P.O. Box 13010  
Pensacola, Florida 32591-3010



**VALERIE A. HOYT**  
**COMMISSION # FF6568**  
**EXPIRES: June 30, 2017**

Grantee's name and address:

RO1, LLC  
c/o Red Hills Holdings, LLC  
2250 NW Flanders St. – Suite G-02  
Portland, OR 97210

Grantor's name and address:

RO1, LLC  
c/o Red Hills Holdings, LLC  
2250 NW Flanders St. – Suite G-02  
Portland, OR 97210

Property address:

Parcel 1 - Parcel No. 17-1-02-0-000-006.003, Harpersville, AL  
Parcel 2 – Parcel No. 17-1-02-0-000-007.000, Harpersville, AL

A1931680.DOCX



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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 RO1, LLC  
Mailing Address c/o Red Hills Holdings, LLC  
2250 NW Flanders Street, Ste. G-02  
Portland, OR 97210

Grantee's Name RO1, LLC  
Mailing Address c/o Red Hills Holdings, LLC  
2250 NW Flanders Street, Ste. G-02  
Portland, OR 97210

Property Address no physical address  
Parcel #17-1-02-0-000-006.003  
Parcel #17-1-02-0-000-007.000

Date of Sale 4/6/15  
Total Purchase Price \$ 235,000.00  
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 foreclosure 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.

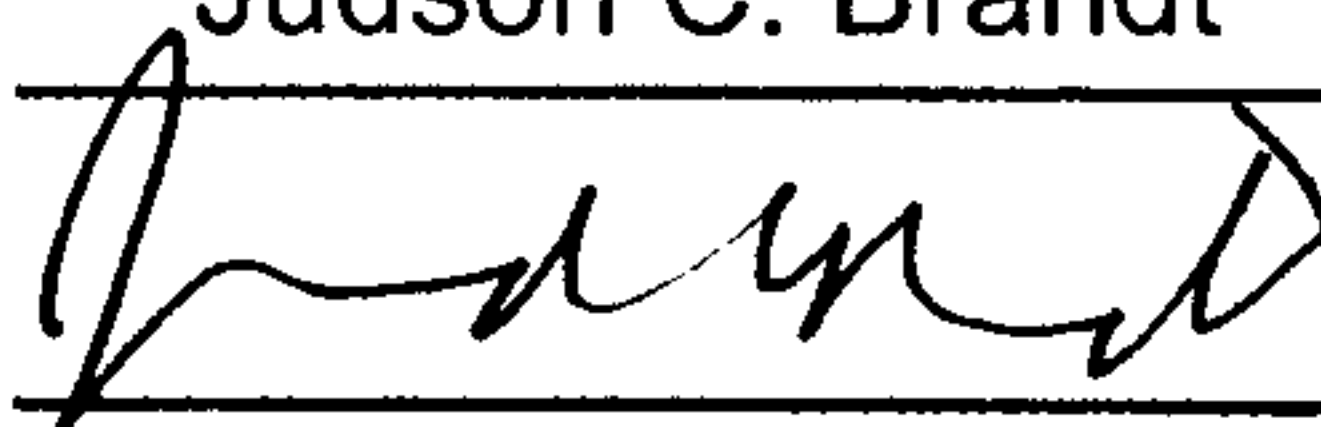
If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be 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 4/9/15

Print Judson C. Brandt

Sign



(Grantor/Grantee/Owner/Agent) circle one

Unattested

  
(verified by)



20150410000116230 7/7 \$35.00  
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Form RT-1