


**Recording Requested By and
When Recorded Mail to:**

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

Mail Tax Bills to:

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


20150511000154500 1/9 \$273.00
Shelby Cnty Judge of Probate, AL
05/11/2015 11:26:27 AM FILED/CERT

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good, adequate and valuable consideration as set forth below, receipt of which is hereby acknowledged, John H. Holcombe, a single man and Nancy C. Holcombe, a single woman (collectively "Grantor"), do hereby GRANT, BARGAIN, CONVEY and SELL to RO1, LLC an Oregon limited liability company, and any successors and assigns (collectively, the "Grantee"), all of their right, title, and interest to the real and personal property situated in Shelby County, Alabama described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND
MADE A PART HEREOF AS EXHIBIT "A"

TOGETHER WITH all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof (the "Property").

Grantor hereby acknowledges that it is Grantor's intention to convey by this Deed not only all of Grantor's present right, title and interest, but also any and all right, title and interest after acquired by Grantor or its successors or assigns in the Property, including Grantor's right of redemption.

Grantor declares that this conveyance is freely and fairly made. This Deed is an absolute conveyance of the title to the Property in effect as well as in form and is not intended as a mortgage, as a conveyance in trust, or as a hypothecation of any kind or character. Upon execution and delivery of this Deed, Grantor shall have no right, title, or interest in or to the Property whatsoever. The consideration for this Deed is, among other things, the full release of

the Grantor from personal liability, if any, with respect to all debts, obligations, costs, and charges (herein collectively "Indebtedness"), secured by the Mortgages (along with all modifications, extensions, assignments, and amendments thereto, collectively, the "Mortgages"), the first dated December 28, 2000, recorded on January 5, 2001 in the office of the Shelby County Judge of Probate, Instrument No. 2001-00463 in the original principal amount of \$175,000.00 and the second recorded on October 1, 2009, in the office of the Shelby County Judge of Probate, Instrument No. 20091001000372640 in the original principal amount of \$201,493.27.

Grantee joins in the execution of this Deed for the purpose of releasing, and hereby releases, Grantor from all personal liability with respect to the Indebtedness secured by the Mortgage, subject to the Estoppel Affidavit, of even date herewith.

Grantor hereby acknowledges that the interests of Grantee in the Property pursuant to the terms of the Mortgages shall not merge with its interest as Grantee herein. It is the express intention of Grantor and Grantee that such interest of Grantee as beneficiary under the Mortgages, and as the grantee under this Deed shall not merge, but shall be and remain at all times separate and distinct, notwithstanding any union of said interests in Grantee at any time, and that the Mortgages shall remain at all times a valid and continuous lien on the Property, unless and until Grantee executes a written instrument specifically effecting such a merger or satisfaction and duly records the same.

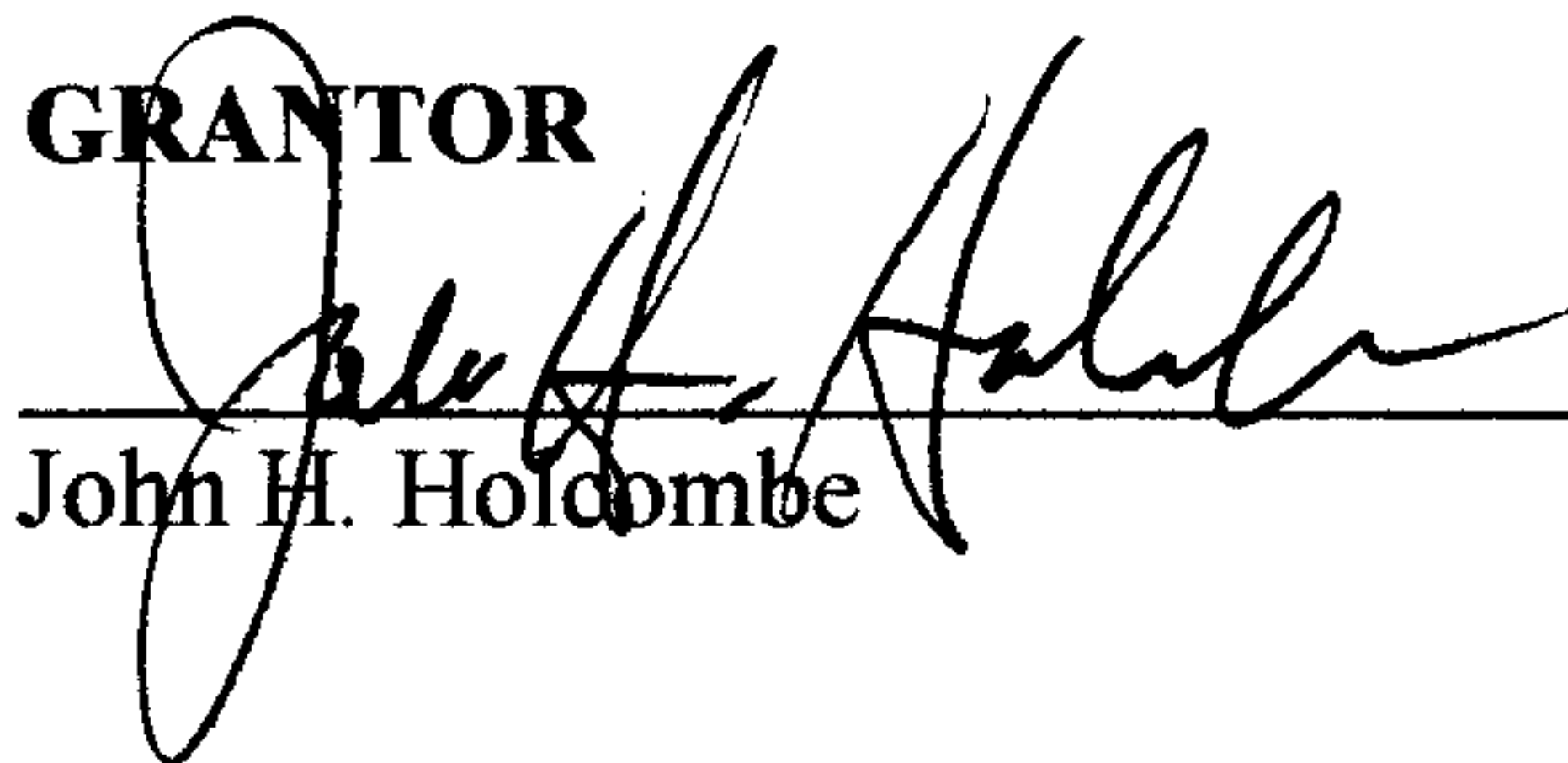
Grantor hereby fully warrants the title to the Property, and will defend the same against the lawful claims of all persons whomsoever. By acceptance of this deed, Grantee does not assume any obligations of Grantor related to the Property.

Grantor hereby certifies by the execution of this deed that the above described Property is not the homestead of the Grantor.

This deed is made pursuant to Section 35-10-50 and 35-10-51 of the Code of Alabama of 1975.

DATED this 3 day of April, 2015.

GRANTOR



John H. Holcombe

Nancy Holcombe

GRANTEE

RO1, LLC

By: 

Its: Robert Barnett, Vice President
of Manager Red Hills Holdings,
Manager of **RO1, LLC**

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned notary public in and for said county and state, hereby certify that John H. Holcombe, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day, that being informed of the contents of this conveyance, he executed the same voluntarily on the day of same bearer's date.

Given under my hand and official seal this 3 day of April, 2015.

[SEAL]

Rahul Phillip Mahan
Notary Public

My Commission Expires: April 15, 2017

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned notary public in and for said county and state, hereby certify that Nancy C. Holcombe, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day, that being informed of the contents of this conveyance, she executed the same voluntarily on the day of same bearer's date.

Given under my hand and official seal this ____ day of April, 2015.

[SEAL]


Notary Public

My Commission Expires: _____

Grantor's address:
John H. Holcombe

Nancy C. Holcombe

This instrument prepared by:
JUDSON C. BRANDT, Esquire
CLARK, PARTINGTON, HART,
LARRY, BOND & STACKHOUSE
Post Office Box 13010
Pensacola, Florida 32591-3010
(850) 434-9200


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the Grantor from personal liability, if any, with respect to all debts, obligations, costs, and charges (herein collectively "Indebtedness"), secured by the Mortgages (along with all modifications, extensions, assignments, and amendments thereto, collectively, the "Mortgages"), the first dated December 28, 2000, recorded on January 5, 2001 in the office of the Shelby County Judge of Probate, Instrument No. 2001-00463 in the original principal amount of \$175,000.00 and the second recorded on October 1, 2009, in the office of the Shelby County Judge of Probate, Instrument No. 20091001000372640 in the original principal amount of \$201,493.27.

Grantee joins in the execution of this Deed for the purpose of releasing, and hereby releases, Grantor from all personal liability with respect to the Indebtedness secured by the Mortgage, subject to the Estoppel Affidavit, of even date herewith.

Grantor hereby acknowledges that the interests of Grantee in the Property pursuant to the terms of the Mortgages shall not merge with its interest as Grantee herein. It is the express intention of Grantor and Grantee that such interest of Grantee as beneficiary under the Mortgages, and as the grantee under this Deed shall not merge, but shall be and remain at all times separate and distinct, notwithstanding any union of said interests in Grantee at any time, and that the Mortgages shall remain at all times a valid and continuous lien on the Property, unless and until Grantee executes a written instrument specifically effecting such a merger or satisfaction and duly records the same.

Grantor hereby fully warrants the title to the Property, and will defend the same against the lawful claims of all persons whomsoever. By acceptance of this deed, Grantee does not assume any obligations of Grantor related to the Property.

Grantor hereby certifies by the execution of this deed that the above described Property is not the homestead of the Grantor.

This deed is made pursuant to Section 35-10-50 and 35-10-51 of the Code of Alabama of 1975.

DATED this 6th day of April, 2015.

GRANTOR

John H. Holcombe

Nancy Holcombe
Nancy Holcombe

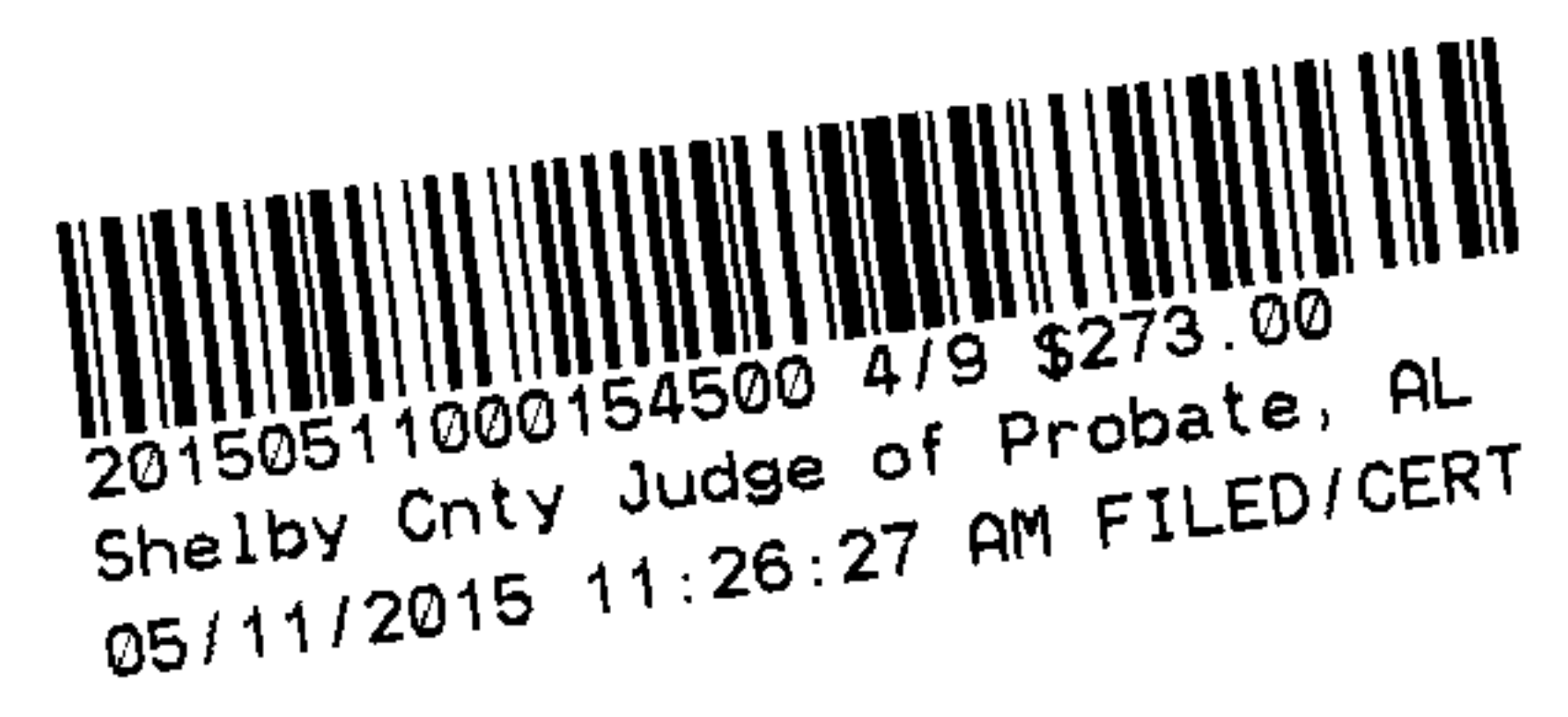
GRANTEE

RO1, LLC

By: _____

Its: _____

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]



STATE OF ALABAMA
COUNTY OF _____

I, the undersigned notary public in and for said county and state, hereby certify that John H. Holcombe, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day, that being informed of the contents of this conveyance, he executed the same voluntarily on the day of same bearer's date.

Given under my hand and official seal this ____ day of April, 2015.

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned notary public in and for said county and state, hereby certify that Nancy C. Holcombe, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day, that being informed of the contents of this conveyance, she executed the same voluntarily on the day of same bearer's date.

Given under my hand and official seal this 6th day of April, 2015.



Shannon Elizabeth Smith
Notary Public
My Commission Expires: 5/21/2018

Nancy C. Holcombe
175 Shag Bark Drive
Harpersville, AL 35078

This instrument prepared by:
JUDSON C. BRANDT, Esquire
CLARK, PARTINGTON, HART,
LARRY, BOND & STACKHOUSE
Post Office Box 13010
Pensacola, Florida 32591-3010
(850) 434-9200

EXHIBIT "A"

Parcel 1 (2001-1951):

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) an accepted as the Southwest corner of the NW 1/4 of 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.

Parcel 2 (127/140):

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 degrees 55' for a distance of 79.92 feet to the right-of-way of Kymulga Ferry Road and the point of beginning of the parcel herein described; thence left 91 degrees 25' 15" for a distance of 40.00 feet; thence Westerly along the South boundary line of said Kymulga Ferry Road 581.22 feet; thence left 87 degrees 28' 33" for a distance of 167.00 feet; thence left 4 degrees 55' 55" for a distance of 242.78 feet; thence left 50 degrees 05' 03" for a distance of 219.44 feet; thence left 42 degrees 18' 59" for a distance of 443.90 feet; thence left 90 degrees 04' 30" for a distance of 192.07 feet; thence right 90 degrees 13' 30" for a distance of 555.38 feet to the right-of-way of U.S. Highway No. 280; thence left 142 degrees 53' 00" and run along said Southwest right-of-way line for 595.10 feet to its intersection of the South line of Kymulga Ferry Road; thence West along said right-of-way line of Kymulga Ferry 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 degrees 55' and run in a Northerly direction 79.92 feet to its intersection with the South right-of-way line of Kymulga Ferry Road; thence turn 88 degrees 34' 45" 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 degrees 23' 33" right to the tangent of a curve to the right having a central angle of 2 degrees 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 degrees 11' 10" and run in a Southerly direction for a distance of 128.77 feet; thence turn right 90 degrees 05' and run in a Westerly direction 215.69 feet; thence turn 89 degrees 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 degrees 05' for a distance of 120.00 feet; thence right 90 degrees 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 degrees 03' 30" for a distance of 126.19 feet; thence left 90 degrees 13' 30" for a distance of 150.00 feet; thence left 89 degrees 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 Box 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.

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 Deed in Lieu of Foreclosure

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 5/1/2015

Print Judson C. Brandt

Unattested

(signature)
(verified by)

Sign

(signature)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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