

Send tax notice to:

Torch 13, LLC

3651 N. 100 E., Suite 275

Provo, UT 84604

GAR1500446

Case No. 011-668155

STATE OF ALABAMA
COUNTY OF JEFFERSON



20150921000329440 1/5 \$158.00
Shelby Cnty Judge of Probate, AL
09/21/2015 12:49:37 PM FILED/CERT

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **The Secretary of Housing and Urban Development** (hereinafter referred to as "Grantor"), for and in consideration of the sum of One Hundred Thirty-Two Thousand and NO/100--(\$132,000.00), the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey unto **Torch 13, LLC, individual** (hereinafter referred to as "Grantee"), in fee simple, together with every right of reversion, the following described real property situated in the County of SHELBY, State of Alabama:

LOT 153, ACCORDING TO THE SURVEY OF KENTWOOD, THIRD ADDITION, PHASE THREE, AS RECORDED IN MAP BOOK 20, PAGE 79 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

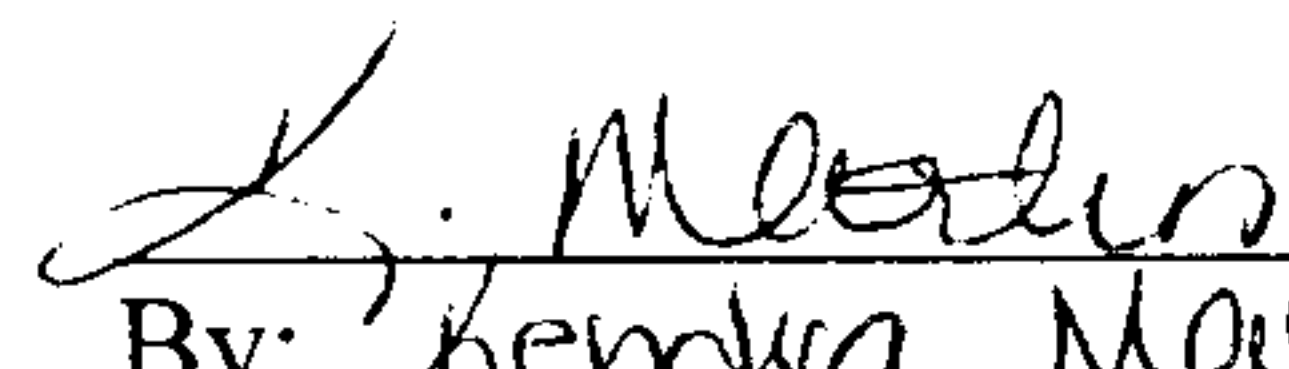
THIS DEED IS NOT TO BE IN EFFECT UNTIL: September 9, 2015

Subject to all those certain statutory rights of redemption existing and outstanding by virtue of that certain foreclosure deed dated May 1, 2014 and recorded in 20140507000137200.

TO HAVE AND TO HOLD to the said Torch 13, LLC, in fee simple, and to the heirs, together with every right of reversion. Grantors makes no warranty or covenant respecting the nature of equality of the title to the property hereby conveyed except the following: Grantor does hereby specifically warrant the title to said property against the lawful claims of all persons claiming by, through, or under the Grantor, since the date of acquisition thereof by the Grantor. SUBJECT however, to all covenants, restrictions, reservations, easements, conditions, liens and other rights of whatever nature appearing of record; Further subject to any state of facts an accurate survey would show.

IN WITNESS WHEREOF, the undersigned has set his/her hand as the duly authorized representative of The Secretary of Housing and Urban Development this 9 day of September, 2015.

THE SECRETARY OF HOUSING
AND URBAN DEVELOPMENT


By: Kendra Martin
Its: As HUD's Designated Agent

Shelby County, AL 09/21/2015
State of Alabama
Deed Tax: \$132.00

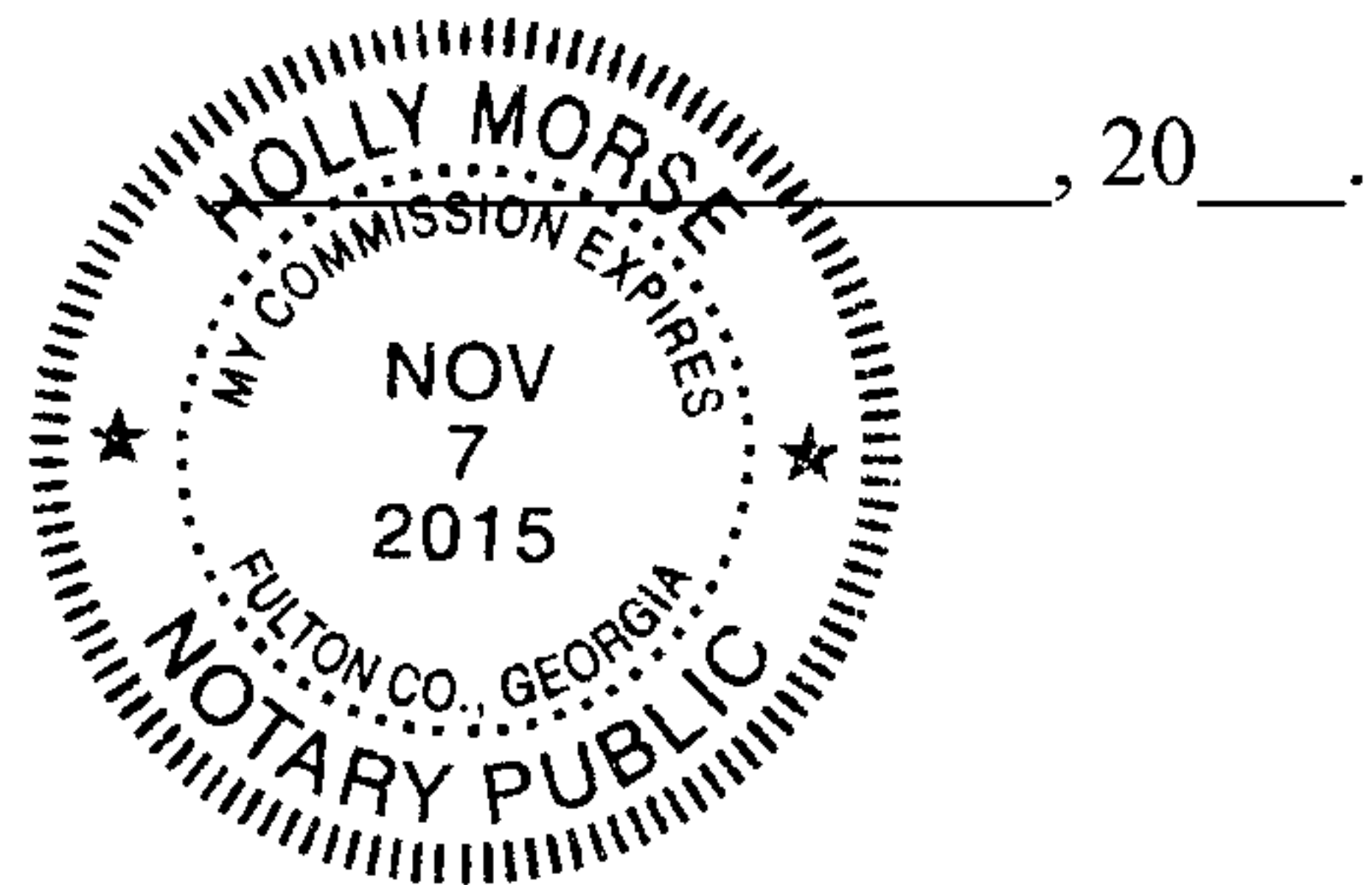
STATE OF Georgia)
COUNTY OF Fulton)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Kendra Martin, who is personally well known to me to be the duly authorized representative of The Secretary of Housing and Urban Development and the person who executed the foregoing instrument bearing the date September 9, 2015, by virtue of authority vested in him/her by the delegation of authority published at Federal Register Notice FR-4837-D-57 (July 25, 2005), and acknowledged before me on this day that, being informed of the contents of this conveyance, he/she executed the same voluntarily for and on behalf of The Secretary of Housing and Urban Development, on the day and year above stated.

GIVEN under my hand and seal this the 9 day of September, 2015.



NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____



This instrument prepared by:
Stewart & Associates, P.C.
3595 Grandview Parkway Suite 645
Birmingham, AL 35243
S. Kent Stewart



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**MINUTES OF THE MEETING
of
Torch 13, LLC**

Resolution to Sale Property

The meeting of the members of Torch 13, LLC was held at 173 S. Countryside Lane, Orem, Utah 84058 on the 8 day of September, 2015.

Motion of was made and carried that authorization be granted to Shawn David Young, authorized representative of Torch 13, LLC to execute all instruments necessary to purchase the following described property:

LOT 153, ACCORDING TO THE SURVEY OF KENTWOOD, THIRD ADDITION, PHASE THREE, AS RECORDED IN MAP BOOK 20, PAGE 79 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Address: 256 Kentwood Drive, Alabaster, AL 35007

I also certify that there have been no amendments to the Articles of Organization since being recorded.

There being no further business to come before this meeting, on Motion duly made and carried, the meeting was adjourned.



David A. Young, Torch 13, LLC



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Sales Contract
Property Disposition Program

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

HUD Case No.
011-668155

1 I (We), **TORCH13 LLC**

(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:
256 KENTWOOD DRIVE, ALABASTER, SHELBY county, AL, 35007
(street number, street name, unit number, if applicable, city, county, State)

AUG 6 2015 AM 10:44

2 The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style: **TORCH13 LLC**

3 The agreed purchase price of the property is **\$ 132,000.00**
Purchaser has paid \$ **1,000.00** as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by **Listing Broker**

4 ☐ Purchaser is applying for FHA insured financing [☐ 203(b), ☐ 203(b) repair escrow, ☐ 203(k)] with a cash down payment of \$ _____ due at closing and the balance secured by a mortgage in the amount of \$ _____ for _____ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage).
☐ Said mortgage involves a repair escrow amounting to \$ _____.
☒ Purchaser is paying cash or applying for conventional or other financing not involving FHA.

5 Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed **\$ 0.00**

6a Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of **\$ 3,460.00**

6b If broker identified below is not the broad listing broker, broad listing broker will receive a commission of **\$ 3,960.00**

7 The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) **\$ 124,580.00**

8 Purchaser is: ☐ owner-occupant (will occupy this property as primary residence) ☒ investor
☐ nonprofit organization ☐ public housing agency ☐ other government agency. Discount at closing: _____ %
Discount will reduced by amounts, if any, listed on Line Items 5 and 6.

9 Time is of the essence as to closing. The sale shall close not later than 30 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or **RELI SETTLEMENT SOLUTIONS LLC**

10 If Seller does not accept this offer, Seller ☒ may ☐ may not hold such offer as a back-up to accepted offer.

11 Lead based paint addendum ☐ is ☒ is not attached. Other addendum ☒ is ☐ is not attached hereto and made part of this contract

12 Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser(s) Initials **TA** Seller's Initials **TL**

13 This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract

Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands: (1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print name & sign)
TORCH13 LLC

Purchaser(s) Address
3651 N 100 E SUITE 275, PROVO, UT 84604

Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens) Phone No
45-4478257 **205-823-7058**

Date Purchaser(s) Signed Contract
08/03/15
Date Contract Accepted by HUD

Seller Secretary of Housing and Urban Development By **Tabatha Williams**
X As HUD's Designated Agent

Certification of Broker: The undersigned certifies that: (1) he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller

Broker's Business Name & Address (for IRS reporting) (include ZIP Code)
PLEASURE ISLAND CORPORATION, 1585 GULF SHORES PKWY GULF SHORES AL 36542

Broker's EIN or SSN (include hyphens)
63-0832702
Signature of Broker
X

SAMS NAID
MYRRE-2702
Broker's Phone No
205-296-4615

Type or print the name and phone number of sales person **BRIAN BENTLEY 205-296-4615**

This section for HUD use
☒ Acceptance ☐ Back-Up No
☐ Rejection ☐ Return Earnest Money Deposit

Authorizing Signature & Date
Tabatha Williams
X As HUD's Designated Agent

Previous editions are obsolete

ref. Handbook 4310.5

form HUD-9548 (1/99)



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Property Bid Screen

Case Number: 011-668155
Current Step: 8-Sales Offer
Step Date: 08/11/2015
HOC: Atlanta
Contract Area: 6A
Address: 256 KENTWOOD DRIVE
City, St Zip: ALABASTER, AL 35007-0000

Acquisition Type: A-Acquired
Acquisition Date: 03/31/2015
Fee Status Code: HV
Fee Status Date: 03/31/2015
HOM Code: N
HOM Date:
Total Days Listed: 70

Listing Period Information

Insurance Type: IE
List Date: 05/29/2015
List Price: 166,000.00

Listing Period: Extended
Start Date: 07/09/2015
End Date: 08/04/2015

Bid Information

Bid Confirmation Number: 10432869-7366828
Bid Receipt Number: 59
Bid Received Date: 08/03/2015 15:24:41
Financing Type: Other financing
Minimum Acceptable Net: 124,500.00
Net Bid Amount: 124,580.00
Percent of List Price: 75.05
Bid Amount: 132,000.00
Closing Costs: 0.00
Selling Broker Fee: 3,460.00
Listing Broker Fee: 3,960.00
Backup Status: May be used as backup offer

Bid Ranking: 1
Bid Open Date: 08/04/2015
GNND Program: No
Counter Offer: No

Bid Status

Bid Accepted: Yes
Status: A (Active)
Status Date: 08/04/2015
Status Reason:

Accepted By: DOUGLAS YOUNG
Accepted Date: 08/04/2015

Purchase Information

Purchaser Type: I (Investor)

Primary Purchaser

Name: TORCH 13 LLC

SSN/EIN: 45-4478257

Type: Business

Address: 3651 N 100 E SUITE 275, PROVO, UT 84604

Secondary Purchaser

Name: -

SSN/EIN: -

Type: -

Address: -

Email: -

Selling Broker: MYRRE-2702 - PLEASURE ISLAND CORPORATION

Government Agency: -

Non-Profit Agency: -

Selling Agent Contact Information

First Name: BRIAN
Last Name: BENTLEY
License: 52982-1

Phone Number: (205) 296-4615
Email: BBENTLEY@C21MEYER.COM

Selling Broker Contact Information

First Name: ANTHONY
Last Name: KAISER
License: -

Phone Number: (251) 968-7516
Email: AKAISER@MEYERRE.COM



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