

20200311000097460
03/11/2020 02:01:38 PM
ASSIGN 1/5

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

Cross Reference:
Instrument No. 20160314000080310
Shelby County, AL records

ASSIGNMENT OF NOTE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF NOTE AND OTHER LOAN DOCUMENTS (the "Assignment") is made by SYNOVUS BANK, a Georgia banking corporation (f/k/a First Commercial Bk div Synovus Bank) ("Assignor"), to and in favor of RH Opportunities XIII, LLC, an Oregon limited liability company ("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 Note (the "Note") from Derrick L. Gray II (the "Borrower") dated March 11, 2016 in the original principal amount of \$119,500.00.

B. That certain mortgage (the "Security Instrument") 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 were entered to as security for or in connection with the Note.

C. The Note and the Security Instrument, and any other documents evidencing and/or 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.

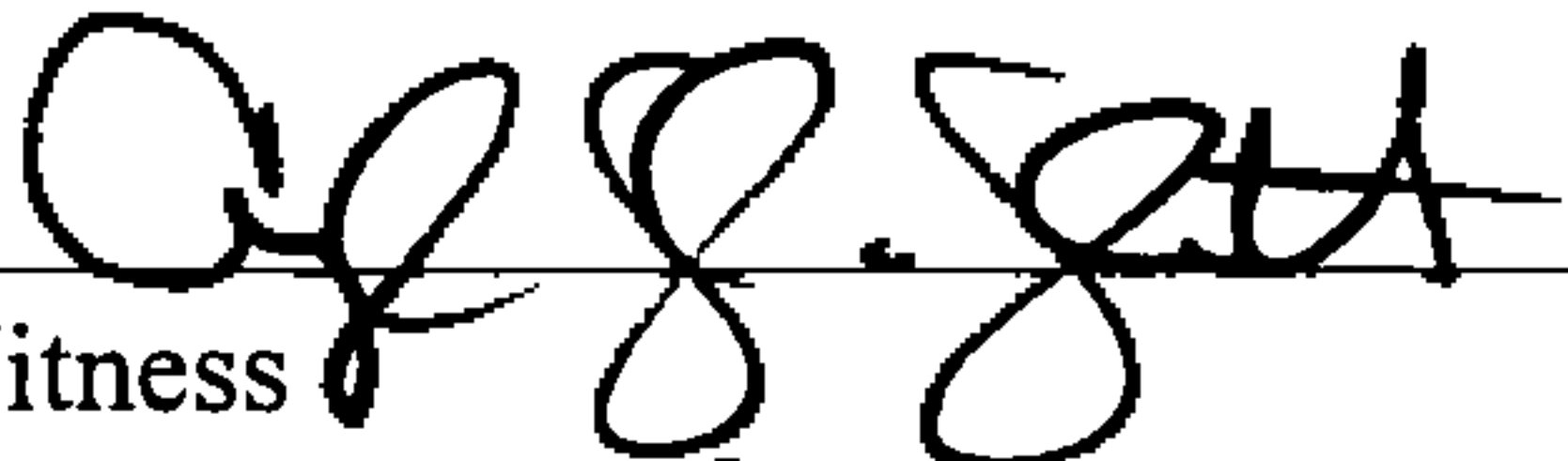
Assignor directs that all payments due under the Loan Documents subsequent to the Effective Date be made directly to Assignee.

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 Note and Security Instrument 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 Security Instrument 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.

IN WITNESS WHEREOF, Assignor and Assignee have set their hands and affixed their seals to this Assignment effective as of the 27th day of February, 2020 (the "Effective Date").

Signed, sealed and delivered this 27th day of ASSIGNOR:
February, 2020 in the presence of:


Witness


Witness

SYNOVUS BANK, a Georgia banking
corporation

By: 

Name: John Creech

Title: Chief Credit Policy and Admin Officer

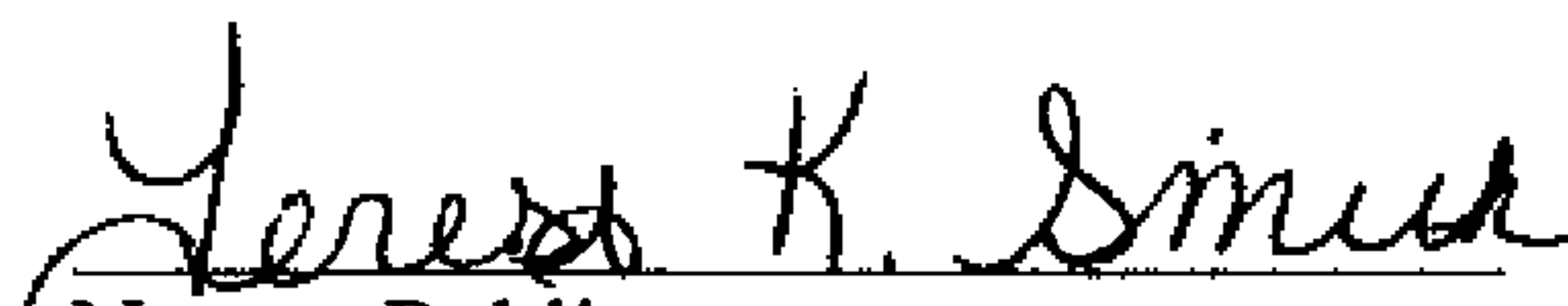
[NOTARY SEAL]



STATE OF GEORGIA

COUNTY OF MUSCOGEE

Then personally appeared the above named John Creech as Chief Credit Policy and Admin Officer of Synovus Bank ("Assignor") and in my presence executed the foregoing instrument this 27th day of February, 2020.


(Notary Public

My Commission Expires:

[NOTARY SEAL]



Signed, sealed and delivered this 5th day of ASSIGNEE:

March, 2020 in the presence of:

[Signature]
Witness

[Signature]
Witness

RH OPPORTUNITIES XIII, LLC, an Oregon
limited liability company

By: [Signature]

Name: Robert Barnett, Vice President

Title: of Manager Red Hills Holdings, LLC

Manager of RH Opportunities XIII, LLC

[BANK SEAL]

STATE OF Oregon

COUNTY OF Multnomah

Then personally appeared the above named Robert Barnett as
Manager of RH Opportunities XIII, LLC ("Assignor") and in my presence
executed the foregoing instrument this 5 day of March, 2020.

[Signature]
Notary Public

My Commission Expires:

[NOTARY SEAL]



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SCHEDULE A

Derrick Gray – 1500024672

1. Note from Derrick L. Gray II payable to First Commercial Bk div Synovus Bank dated March 11, 2016 in the original principal amount of \$119,500.00
2. Mortgage from Derrick L. Gray, II in favor of First Commercial Bk div Synovus Bank dated March 11, 2016 and recorded as Instrument No. 20160314000080310 in the office of the Judge of Probate of Shelby County, Alabama
3. Fidelity National Title Insurance Company Short Form Residential Loan Policy One-to-Four Family No. 27434-96233727 dated March 14, 2016



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/11/2020 02:01:38 PM
\$35.00 CHERRY
20200311000097460

Allie S. Bayl