

RETURN TO
STEWART TITLE CO
500 N BROADWAY
STE 900
ST LOUIS, MO 63102

Parcel # 13 9 30 4 003 015.000

**ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY**

This Assumption Agreement (The "Agreement") is made this 30th day of ~~April~~, 2024, by and between **CHARLOTTE DANIEL**, Unmarried (the "Borrowers") and **Wells Fargo Bank N.A.** (the "Lender"), and **JARROD DANIEL** (the "Sellers") to be effective 8 day of May 2024, or the date document is recorded, whichever is applicable.

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by **Charlotte Daniel and Jarrod Daniel** and dated the 8th day of **February, 2021**, in the original principal amount of **Two Hundred Fifty-Six Thousand Five Hundred And 00/100 Dollars (\$256,500.00)**. Unpaid principal balance \$ 240,432.72

The Note is secured by a First Lien Security Instrument executed by the Sellers and dated the 8th day of **February, 2021**, on certain real property located in **Shelby County, Alabama**, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: See Attached Exhibit A

which Security Instrument was duly recorded/filed on **February 15, 2021**, in the office of the County Recorder in and for **Shelby County, Alabama** as **Instrument Number: 20210215000076790**.

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Borrowers all right, title and interest in the above described property.

The Security Instrument provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by Note and to be bound by the obligations of the Security Instrument, as amended by this Agreement.

Upon such assumption the lender is willing to release the Sellers from all personal liability arising under the Note and Security Instrument.

In consideration of their mutual promises the Buyers and the Lender hereby agree as follows:

1. The Buyers hereby assume and promise to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Security Instrument at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note otherwise secured by the Security Instrument.
2. The Buyers agree and acknowledge that the Note, Security Instrument and all other loan documents are valid and enforceable in accordance with their terms and there are no offsets, defenses, or counterclaims available with regard to the enforcement and validity of these documents.
3. The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Security Instrument.
4. This Agreement shall not waive Lender's rights with respect to giving its approval of any subsequent assumptions of the obligation evidenced by the Note and secured by the Security Instrument.
5. On or before the Effective Date, Buyer/Seller shall pay to Lender a fee for in an amount indicated in the disclosure or other documents provided to Buyer/Seller by Lender in connection with the Assumption.
6. Save as provided in the Agreement, the terms and provisions of said Note and Security Instrument remain unchanged.
7. The Buyers hereby acknowledge receipt of a copy of the Note and Security Instrument.

In witness whereof, Buyers and Sellers have executed this Agreement.

 5-8-2024

- BORROWER - CHARLOTTE DANIEL - DATE -

 5-8-2024

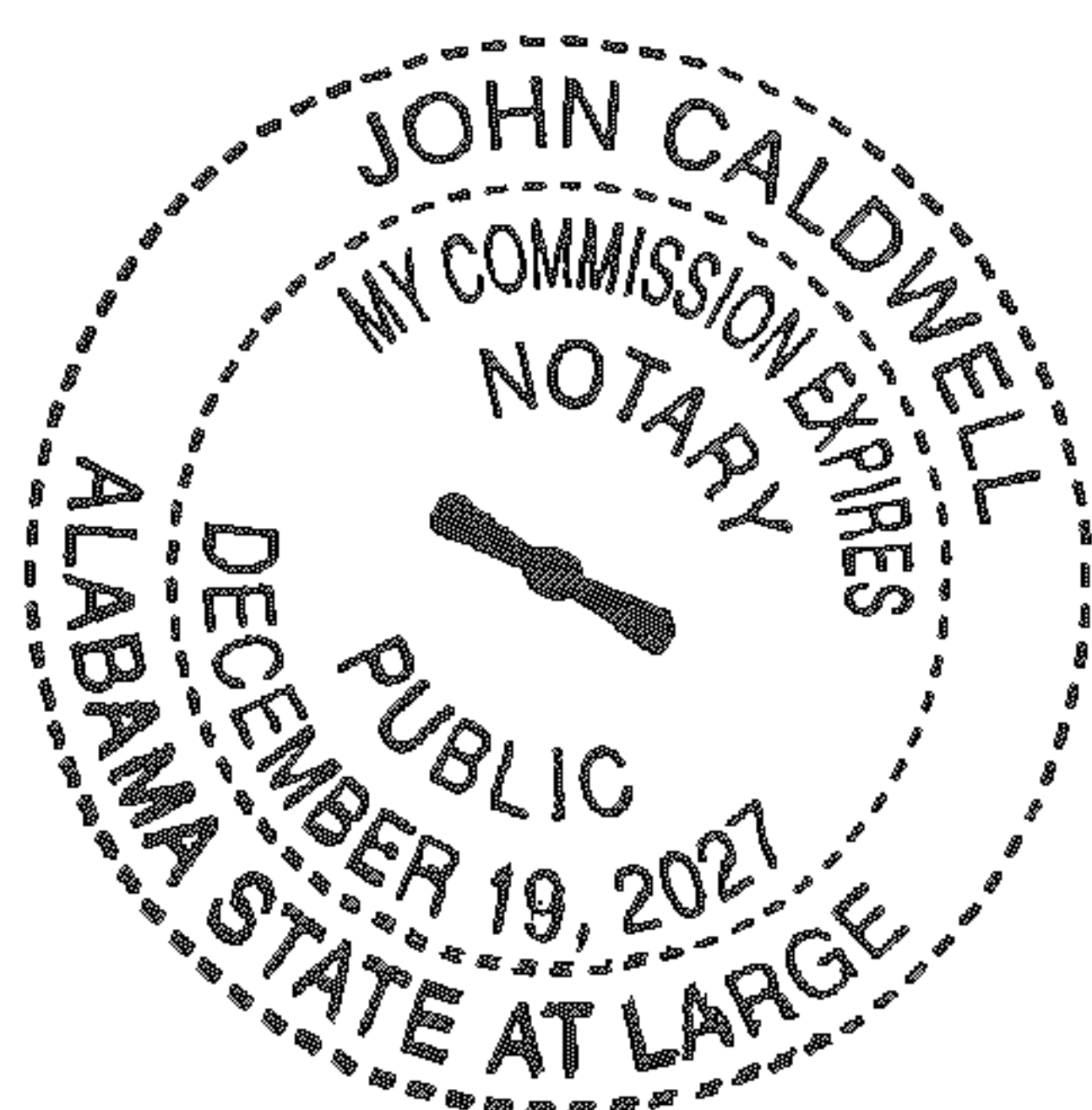
- SELLER - JARROD DANIEL - DATE -

STATE OF Alabama

COUNTY OF Shelby

I, John Caldwell (name and style of officer), hereby certify that
Charlotte Daniel, whose name 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/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of May 2024



John Caldwell
 Notary Public

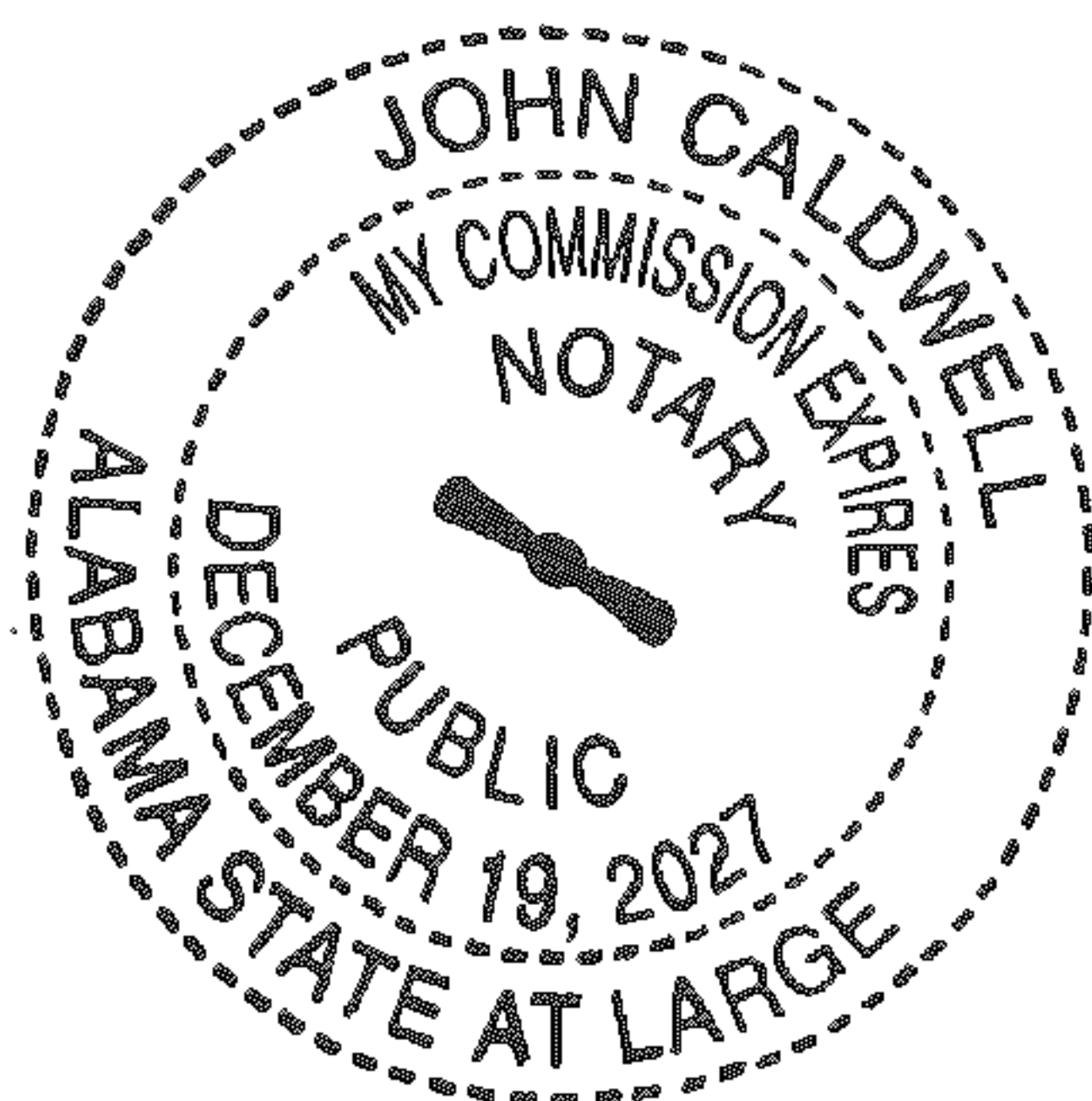
JOHN CALDWELL
 My Commission Expires: ~~My Commission Expires~~
12/19/2027

STATE OF Alabama

COUNTY OF Shelby

I, John Caldwell (name and style of officer), hereby certify that
Jorrod Daniel, whose name 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/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of May 2024



John Caldwell
 Notary Public

JOHN CALDWELL
 My Commission Expires
 My Commission Expires: 12/19/2027

Ash Harden

Title: VP of Loan Documentation
Wells Fargo Bank, N.A. Ash Harden

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } S.S.

On this MAY 2nd 2024, before me, a Notary Public, in and for said County and State, personally appeared ASH HARDEN to me personally known, who being by me duly sworn did say that he/she is the VP of Loan Documentation respectively of the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and the said ASH HARDEN acknowledged said instrument to be the free act and deed of said corporation.

Christina Joy Anderson

Notary Public

01/31/2028

My Commission Expires

This instrument was drafted by:
Steven Warnes

Wells Fargo Home Mortgage
Attn: Assumptions Post Closing
MAC N9408-03E
2710 5th Ave S
Minneapolis, MN 55408

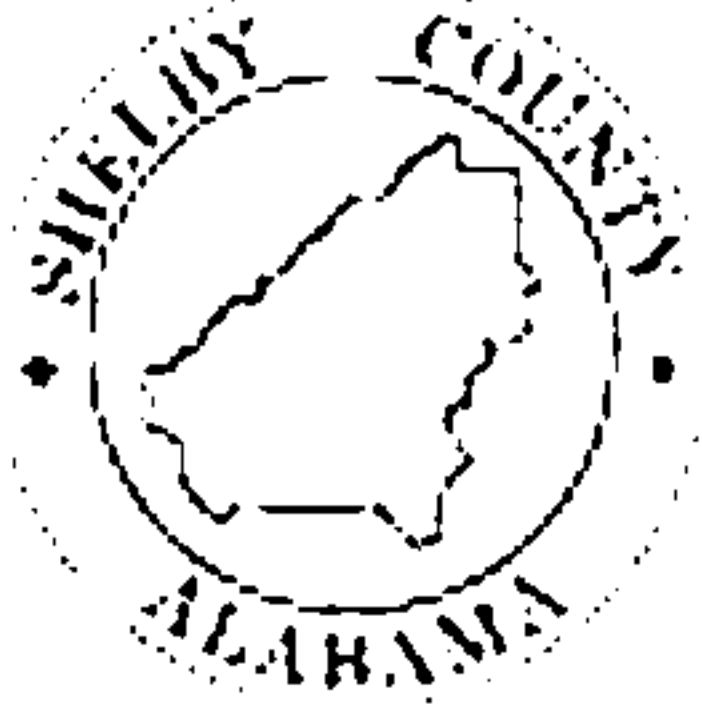


EXHIBIT "A"

The following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 2239, according to the survey of Riverbend at Old Cahaba Phase 3, as recorded in map book 47, page 1, in the probate office of Shelby County, Alabama.

Being the same property conveyed to Charlotte Daniel and Jarrod Daniel, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns for such survivor forever, together with every contingent remainder and right of reversion by Corporation Warranty Deed with Right of Survivorship from NewCastle Construction, Inc., dated September 15, 2017, recorded on September 18, 2017 as Instrument 20170918000339230.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/13/2024 03:44:32 PM
\$35.00 PAYGE
20240513000141660

Allie S. Bayl