

✓

778
MODIFICATION AND ASSUMPTION AGREEMENT
WITH RELEASE

MAW# 318934
FNMA# 1010083632

THIS AGREEMENT is made this 29th day of June, 1984, between

Carl E. Brackett Jr. and Cheri S. Brackett
(here "BORROWER"),

Steven Giammalvo and Noreen Carr-Giammalvo
(here "ASSUMER"), and

FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States, whose address is 100 Peachtree Street, N. W., Atlanta, Georgia 30303 (here "LENDER"),

for a modification, assumption, and release with respect to that promissory note dated August 3, 1979, in the original amount of \$ 53,900.00, bearing interest at the rate of 11.0 percent per annum, secured by a Mortgage of the same date, made by BORROWER to Molton, Allen & Williams, Inc. recorded in Book 394 Page 705 secured by the following described property located in the County of Shelby State of Alabama:

Lot 25, according to the Survey of Dearing Downs, as recorded in Map Book 6, Page 136, in the Probate Office of Shelby County, Al. Situated in the town of Helena, Shelby County, Alabama.

which has the address of 1202 Southwind Drive Helena, AL 35080
(herein "Property Address"); (street) (city) (state and zip code)

WHEREAS, LENDER acquired the note and Mortgage described above by an assignment dated Oct. 15, 1979 and recorded in the Office of the Judge of Probate in Book 33, Page 375, Shelby County, Alabama.

WHEREAS, BORROWER is indebted to LENDER under the note and Mortgage described above, payable in 359 monthly installments of \$ 513.67 due on the first day of each month, and

Courtney Mason

BACK 57 PAGE 613

WHEREAS, BORROWER desires to sell and ASSUMER desires to purchase such property subject to such indebtedness and to assume the unpaid principal owing to LENDER, but such Mortgage requires the written consent of LENDER prior to any sale or transfer of all or any part of such property, and a sale or transfer without consent of LENDER would constitute a default under such Mortgage, and BORROWER and ASSUMER wish to obtain the consent of LENDER to such sale or transfer;

NOW THEREFORE, for and in consideration of the granting of such consent by LENDER and of the benefits flowing to each of the parties hereto, they do agree as follows:

1. STATUS OF LOAN. As of the date of the transfer of the property on June 1984, or as a result of such transfer, payments of principal and interest on the indebtedness are current, and the unpaid principal balance of the indebtedness to LENDER is \$52,409.35 as of such date, subject to payment of all checks in process of collection.
2. NEW TERMS. The terms of the note evidencing such indebtedness are hereby modified by increasing the rate of interest payable thereunder to N/A percent per annum, effective on N/A. Such indebtedness shall, beginning on July 1, 1984 and continuing thereafter, be payable in monthly installments of \$ 513.67 per month together with any amounts required for escrow deposits. The dates on which payments are due shall remain unchanged. INTEREST RATE DOES NOT CHANGE.
3. ASSUMPTION. ASSUMER hereby assumes such indebtedness as modified in paragraph 2 above, and shall hereafter make all monthly payments as called for therein. If this agreement is entered into after the date of the transfer of the property, ASSUMER agrees and tenders herewith an amount necessary to make the loan current as modified in paragraph 2 as of the date of this agreement. Further, ASSUMER agrees to abide by all provisions of such note and of the Mortgage securing such indebtedness as described above, excepting as specifically modified by this agreement. In the event of any default by ASSUMER under the terms of such note or such Mortgage, LENDER may exercise all remedies available to it under the terms of such note or Mortgage including an action at law against ASSUMER to collect any monies due under the note, and exercise of the remedies contained in NON-UNIFORM COVENANT 18 of the Mortgage. ASSUMER hereby acknowledges that LENDER has made all disclosures to ASSUMER as may be required under the Consumer Credit Protection Act of 1968 and Regulation Z (Title 12, part 226, Code of Federal Regulations).
4. FUNDS FOR TAXES AND INSURANCE. BORROWER hereby relinquishes and transfers to ASSUMER all BORROWER'S interest in any monies which may be held by LENDER as escrow deposits for the purposes of application to taxes, assessments, fire or other insurance premiums, or any other purposes for which deposits are being required by LENDER. ASSUMER assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance and agrees to continue making monthly deposits for such purposes if required by LENDER.
5. LENDER CONSENT AND RELEASE. LENDER hereby consents to the sale and transfer of such property to ASSUMER by BORROWER, hereby accepts ASSUMER as its obligor, and shall amend its records to indicate the transfer of such indebtedness from the name of BORROWER to the name of ASSUMER, and LENDER shall henceforth in all respects treat ASSUMER as its borrower. LENDER hereby releases BORROWER from all obligations or liabilities under such note or Mortgage. All other terms of this agreement to the contrary notwithstanding, the remedies contained in NON-UNIFORM COVENANT 18 of the Mortgage shall remain in full force and effect in accordance with their terms.
6. FURTHER TRANSFER OF PROPERTY. ASSUMER agrees that the granting of consent by LENDER to this transfer shall not constitute a waiver of the restrictions on transfer contained in such Mortgage, and such restriction shall continue in full force and any future transfer or sale by ASSUMER without the written consent of LENDER shall constitute a default of the terms of such Mortgage, and LENDER, at its option, may exercise all remedies available to it under the terms of such note and Mortgage.
7. Wherever, the words "BORROWER" or "ASSUMER" are used in this agreement, they shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine, and shall include heirs, successors or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

BORROWER:

STATE OF ALABAMA

COUNTY OF Jefferson

ss.

Carl E. Brackett, Jr. (SEAL)
Carl E. Brackett, Jr.

Cheri S. Brackett (SEAL)
Cheri S. Brackett

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carl E. Brackett, Jr. and Cheri S. Brackett whose name(s) are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of June, 1984.

[Signature] (SEAL)
As Notary Public

My Commission Expires 12/31/85

ASSUMER:

Steven Giammalvo (SEAL)
Steven Giammalvo

Noreen Carr Giammalvo (SEAL)
Noreen Carr-Giammalvo

STATE OF ALABAMA

COUNTY OF Jefferson

ss.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven Giammalvo and Noreen Carr-Giammalvo whose name(s) are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of June, 1984.

[Signature] (SEAL)
As Notary Public

LENDER:

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

BY: Vice President

STATE OF GEORGIA
COUNTY OF FULTON

ss.
JUDGE OF PROBATE

I, Thomas A. Shumaker, Jr., a Notary Public in and for said County in said State, hereby certify that _____, whose name as Vice President of Federal National Mortgage Association, a corporation organized and existing under the laws of the United States, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this _____ day of _____, 19_____.

Notary Public, Georgia at Large

My Commission Expires: STATE OF ALA. SHELBY CO.
(SEAL) I CERTIFY THIS INSTRUMENT WAS FILED

(AL-1980)

1984 JUL 16 PM 1:10 Prepared by: _____ (NAME)
c/o Federal National Mortgage Association
100 Peachtree Street, N. W.
Atlanta, Georgia 30303

Rec 7.50
Jud 1.00
8.50
Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

57 PAGE 615

BOOK

Dec 7.50
Jud 1.00
8.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1984 JUL 16 PM 1:06