LOAN NUMBER: 1955430014 MIN: 100021700409047626
PREPARED BY: Wendy Matambo
AFTER RECORDING RETURN TO:
CHASE HOME FINANCE, LLC 3415 VISION DR.
COLUMBUS, OH 43219 ATTN: QUALIFYING ASSUMPTION DEPT.

ASSUMPTION AGREEMENT WITH RELEASE

THIS AGREEMENT, made this
Electronic Registration Systems, Inc. (MERS) as nominee for JP MORGAN CHASE BANK,
NATIONAL ASSOCIATION, a national banking association organized and existing under
the laws of the United States of America, with an address of 1111 Polaris Parkway,
Columbus, OH 43240, as mortgagee or as agent for the current mortgagee; and Henry Moore,
whose address is,

SOCIATION OF BURNINGS AND POPPER OF THE REAL Property
described below (hereinafter called ("Borrower") and Debbie A. Popa, whose address is 1950
Indian Crest Drive, Pelham AL 35124 purchaser of the Real Property described below
(hereinafter called "Assuming Party").

WITNESSETH:

Shelby Cnty Judge of Probate, AL

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Whereas, Borrower is currently obligated on a note ("Note") dated February 12 2003, in the original amount of \$113,500.00 in favor of SouthTrust Mortgage Corporation (the "Original Lender") and MERS (Mortgage Electronic Registration Systems, Inc.) as mortgagee recorded in Shelby County, Alabama.

Recorded 2-19-2003 Doc#20030219000103670

WHEREAS, the Note was secured by an interest in real property and improvements ("Real Property") 1950 Indian Crest Drive, Pelham AL 35124 being more particularly described as: please see attached.

WHEREAS, MERS is either the current mortgagee or has the authority to act on behalf of the current mortgagee and noteholder relative to this Agreement.

WHEREAS, AS OF January 9 2006 the Note has a principal balance of \$98,023.94, plus interest at the rate of 5.00% per annum from January 9, 2006 (unpaid Loan Balance)"

WHEREAS, Borrower has contracted to sell and transfer to Assuming Party the Real Property described in the Security Instrument, provided MERS agrees to permit Assuming Party to assume Borrower's obligations under the Note, Security Instrument and other related loan documents (collectively, "Loan Documents") and Assuming Party has agreed to assume Borrower's obligations under the Loan Documents:

WHEREAS, both Borrower and Assuming Party have requested MERS to enter into this Agreement and hereby represent to MERS that the lien on the Real Property, as evidenced by the Security Instrument, is a valid first lien;

NOW, THEREFORE, upon the express conditions that (i) the Security Instrument is a valid first lien and (ii) the execution of the Agreement will not impair the validity of this first lien, the breach of which conditions, or either of the, would render this Agreement void, and for good and valuable consideration, MERS Borrower and Assuming Party agree to modify the terms of the Note and Security Instrument, as follows:

Assumption of Obligations under Loan Documents. Assuming Party agrees to assume the Borrower's obligations under the Loan Documents as if Assuming Party had originally executed the Loan Documents, which obligations include the following: (a) to pay the entire Unpaid Loan Balance due under the Note at the time and in the manner set forth in the Note; and (b) to perform and be bond by each and all the covenants, agreements and obligations set forth in the Loan Documents.

Release of Borrower. If it shall ever become necessary for MERS to take action to enforce the collection of the indebtedness due under the Note, by foreclosure or otherwise, MERS agrees that it will never institute any action, suit, claim, or demand, in law or in equity, against Borrower, for or on account of any deficiency but shall, instead look solely to the Assuming Party.

ACORDED RETURN TO Attn: Post Closing-Recording Suite 320 Springside Dr. Suite 320 Akron, OH 44333

- MER'S Consent. MERS consents to the assumption by Assuming Party of the Loan Documents as provided in this Agreement.
- Borrower's Waiver. Borrower waives and relinquishes any and all rights or claims Borrower has against MEARS for any money which may have been deposited or which may be on deposit with MERS or a third party, as applicable, (a) for the payment of real estate taxes and assessments, hazard and flood insurance premiums, mortgage insurance premiums, and other escrowed items or (b) as provided in a buydown agreement:
- 5. <u>Further Assurances and Corrective Instruments</u>. To the extent permitted by law, the parties agree that they will execute any supplements to the Agreement and such further instruments as may reasonably be required to carry out the intention of, or facilitate the performance of, this Agreement.
- Interpretation. (a): The word "Note" as used in this Agreement shall be 6. construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness to which this Agreement refers, and to include such instrument, whether originally made and delivered, or assigned and/or endorsed to the current mortgagee. (b) The word "Security Instrument" shall be construed to mean mortgage, deed of trust, deed to secure debt, or other instrument securing the indebtedness referred to in this Agreement, whether originally made and delivered to the current mortgagee, or made and delivered to some other mortgagee and purchased and now owned by the current mortgagee by virtue of an assignment. (c) The word "foreclosure" shall be construed to mean any procedure allowed by the law of the jurisdiction in which the Real Property is situated, by virtue of which the Real Property may be subjected to sale, and/or the equity of redemption of the owner is extinguished, for default under any of the terms of the Note or Security Instrument. (d) The "Borrower" referred to in this Agreement may be an original maker of the note or any person obligated thereon by endorsement, assumption of the debt, or otherwise. (e) In this Agreement, the singular included the plural, and the plural included the singular, as the case may be. If this Agreement is executed by more than one person, as Assuming party, the obligations of each such person under this Agreement shall be joint and several. (f) This Agreement is intended to bind MERS, the current note holder and mortgagee (if other than MERS), Borrower and Assuming Party and oblige and/or benefit their respective heirs, legatees, devisees, administrators, legal representatives, executors, successors and assigns, as the case may be.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in a manner and form sufficient to bind them as of the day and year first stated above.

Signed and Acknowledged In the Presence of:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MERS) AS NOMINEE FOR JP MORGAN CHASE BANK, NA

3: James Christman

James Christman

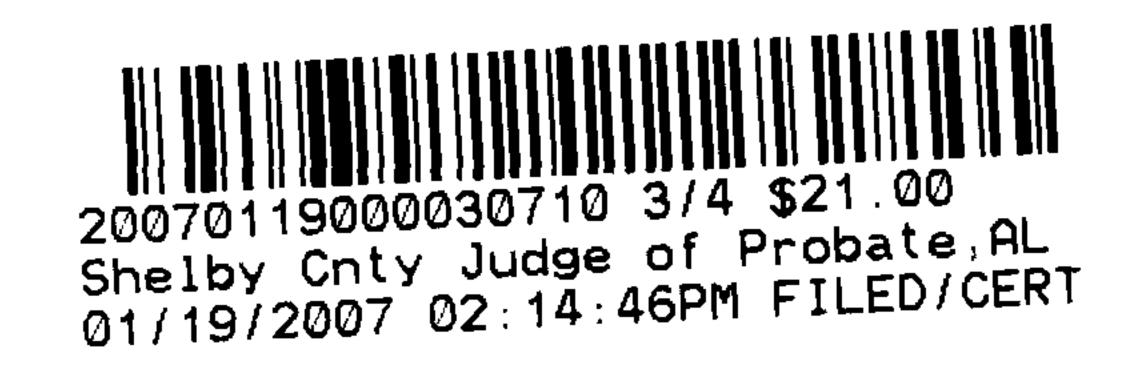
Title: Assistant Secretary

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	Assuming Party: Debbie A. Popa
	Seller: Henry Moore
State of Ohio	
County of Franklin	
County aforesaid to take acknowledgment to me to be an Assistant Secretary of ME	fore me, an officer duly authorized in the State and s, personally appeared James Christman, well known CRS, as nominee for JP MORGAN CHASE BANK, he foregoing Assumption Agreement With Release and borate seal of said corporation.
WITNESS my hand and official se	al in the County and State last aforesaid this day of
	Moleculary Public
STATE of Alabama COUNTY of Shelby	My Commission Expires: MELINDA J. FOX Notary Public In and for the State of Ohio My Commission Expires 7-23-07
County aforesaid to take acknowledgment	fore me, an officer duly authorized in the State and s, personally appeared Debbie A. Popa as Assuming nent, and acknowledged that he/she/they executed the
WITNESS my hand and official se	eal in the County and State last aforesaid this day of

Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Apr 11, 2009 BONDED THRU NOTARY PUBLIC UNDERWRITERS



lawyers Ittle Insurance Corporation

National Headquarters Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE SCHEDULE A - PARAGRAPH 4 - CONTINUED LEGAL DESCRIPTION

Part of the Northwest ¼ of the Southeast ¼ of Section 21, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southwest comer of the Northwest 14 of the Southeast 14 of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama; thence run in an Easterly direction along the South line of said 1/4 1/4 Section a distance of 531 feet; thence turn an angle to the left of 92 degrees 37 minutes 36 seconds and run in a Northerly direction a distance of 775.49 feet to the point of beginning; from point of beginning thus obtained; thence continue along last described course for a distance of 175.19 feet; thence turn an angle to the left of 92 degrees 38 minutes 40 seconds and run in a Westerly direction for a distance of 286.78 feet to a point in the center line of a paved road; thence turn an angle of 90 degrees to the left and run in a Southerly direction along the center line of a paved road for a distance of 175 feet; thence turn an angle of 90 degrees to the left and in an Easterly direction for a distance of 278.70 feet to the point of beginning; being a part of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 19 South, Range 2 West, also being shown as a part of Lot B-3 on a Map of Resurvey of Parcels B-1 and B-2, Residential Subdivision as recorded in Map Book 8, Page 8 in the Probate Office of Shelby County, Alabama; being one and the same as Parcel B-4. Being situated in Shelby County, Alabama.

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