

After Recording Return To:  
CitiMortgage, Inc.  
Assumption Department/MS 0305  
100 Galleria Offcentre, Suite 300  
Southfield, MI 48034

RECORD AND RETURN  
TITLESEEK, INC.  
ATTN: RECORDS DEPARTMENT  
88 FROELICH WAY, SUITE 200  
WOODBURY, NY 11797

2538817

### AGREEMENT TO RELEASE BORROWER

THIS AGREEMENT is made this 3rd day of October, 2008, by and among CitiMortgage, Inc. ("Lender"), Bobby A Maxena ("Remaining Borrower"), and Adriana M Agee ("Selling Borrower"). The Remaining Borrower and Selling Borrower are collectively referred to herein as the "Borrowers."

WITNESSETH

WHEREAS, on January 15, 2004 Borrowers obtained a loan in the original amount of \$ 135,000.00 evidenced by a note ("Note") executed by the Borrowers and secured by real property ("Property") located at 1052 Independence Court, Alabaster, AL 35007 as set forth in the mortgage, deed of trust or other security instrument ("Security Instrument") dated January 15, 2004, which Security Instrument was recorded in among the Land Records of Shelby County, State of Alabama. The outstanding principal balance as of the date hereof is \$124,305.67; and

WHEREAS, the Selling Borrower's interest in the Property was transferred to the Remaining Borrower on October 3, 2008 and the Borrowers seek confirmation that Lender will not exercise the due on sale provision of the Security Instrument; and

WHEREAS, the Borrowers have requested Lender to release the Selling Borrower from personal liability to pay the indebtedness evidenced by the Note.

\* Recorded 2-3-04 Inst. No. 20040203000055190

NOW THEREFORE, in consideration of one and more dollars (\$1.00+) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Remaining Borrower agrees to continue to pay the indebtedness evidenced by the Note and agrees to continue to perform all of the covenants and conditions of the Security Instrument according to the terms of the Note and Security Instrument.
2. Each Borrower represents, warrants and agrees that there are no offsets or defenses of any kind to the enforcement of the Note and Security Instrument.
3. Selling Borrower assigns and transfers to Remaining Borrower all funds on deposit for payment of taxes, assessments, homeowners' association dues, insurance premiums and other escrow items and all applicable refunds.
4. Lender agrees that the transfer of the Selling Borrower's interest in the Property to the Remaining Borrower will not cause the Lender to exercise the due on sale provisions of the Security Instrument.
5. Lender agrees that by the execution of this Agreement that the Selling Borrower is no longer personally liable to pay the indebtedness evidenced by the Note and is released from liability.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement the day and year first written above.

Bobby A Maxena  
Remaining Borrower (Bobby A Maxena)

Adriana M. Agee  
Selling Borrower (Adriana M Agee)

CitiMortgage, Inc. (Lender)

By: Joe Laskowski  
Joe Laskowski, Assistant Vice President  
Consumer Direct Operations  
100 Galleria Offcentre / Suite 300  
Southfield, MI 48034-8409  
248-905-7220  
SOE Login ID #JL03654

STATE OF Alabama

SS:

COUNTY OF Jefferson

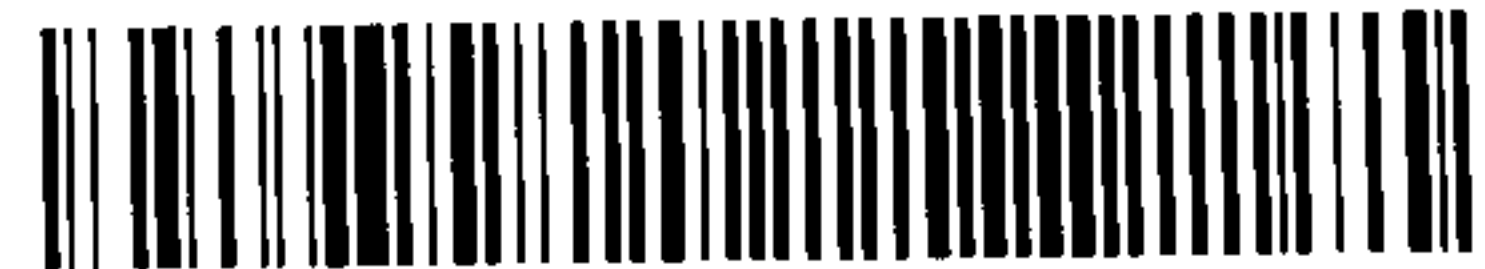
On this 3rd day of October, 2008, before me, the undersigned officer, personally appeared Bobby A Maxena (Remaining Borrower) and Adriana M Agee (Selling Borrower), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Walter M. Langston  
NOTARY PUBLIC

MY COMMISSION EXPIRES April 10, 2010



20090126000023530 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
01/26/2009 12:19:58PM FILED/CERT

State of MICHIGAN

County of OAKLAND

I, Lanette Shaton Catchings, a Notary Public of the County and State aforesaid, certify that Joe Laskowski, personally came before me this day and acknowledged that he is a Assistant Vice President of Citimortgage, Inc. and that he as Assistant Vice President, being authorized to do so, executed the foregoing instrument on behalf of the bank.

WITNESS my hand and official stamp or seal, the 30<sup>th</sup> day of September, 2008.

My commission expires: 3/10/2012



Lanette Shaton Catchings  
Notary Public

SEAL-STAMP

THIS CERTIFICATE MUST BE ATTACHED TO  
THE DOCUMENT DESCRIBED AT RIGHT

TITLE OF DOCUMENT: **ASSUMPTION AGREEMENT  
WITH RELEASE OF LIABILITY**

NUMBER OF PAGES: 1

DATE OF DOCUMENT: 10-03-08

**SCHEDULE A - LEGAL DESCRIPTION**

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ALL the following described real estate situated in SHELBY County, Alabama, to wit:

Lot 61 according to the survey of Autumn Ridge, as recorded in Map Book 12, Pages 4, 5 and 6, in the Probate Office of Shelby County, Alabama.

**For Informational Purposes Only:** 1052 INDEPENDENCE COURT , ALABASTER, AL 35007

**Reference #:** 2001451123c

**Record Owner(s):** BOBBY A. MAXENA, ADRIANA M. MAXENA

**COUNTY:** \_\_\_\_\_ **PARCEL ID:** 138274261000 **BLOCK:** \_\_\_\_\_ **LOT:** 61

This Schedule A has been made accessible via our website for **review only** purposes. The final Schedule will be included with your Title Commitment. Any changes made to the Schedule which have not been sanctioned by our company will not be included in the title policy and therefore will not be insured.

TITLESERV, INC.  
CIC-2538817