

20120103000000570 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
01/03/2012 10:37:23 AM FILED/CERT

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
GMAC Mortgage, LLC
Assumption Department
3451 Hammond Avenue
Waterloo, IA 50702
Prepared by: Jenn Shadle

_____[Space Above This Line For Recording Data]

GMACM Loan Number 306322023

ASSUMPTION OF LIABILITY AGREEMENT

This agreement is effective the 1st day of January 2012, entered into by Del L Williams, hereinafter referred to as "purchaser", with GMAC Mortgage, LLC hereinafter referred to as "mortgagee",

Whereas, mortgagee is the owner and/or servicer of that certain note executed by Del Louis Williams and Darlene Clycie Williams, hereinafter referred to as "mortgagor", dated December 27, 1993, in the amount of \$52,800.00, payable to Fleet Mortgage Corp, and the mortgage securing said note of even date therewith, which mortgage was filed for record in the office of the recorder of Shelby County, State of AL, on 01/04/1994 as Document No. 1994-00080; and described as follows:

440 Meadowlark Place
Alabaster, AL 35007
(Property Address)

Whereas, the premises described in the aforesaid mortgage have been sold and conveyed to said purchaser;

Now, therefore, in consideration of these premises, the sale of said mortgage property and other good and valuable consideration, purchaser hereby jointly and severally personally assumes and agrees to pay the indebtedness evidenced by the above described mortgage note and all indebtedness due or to become due thereunder and under the terms of the said mortgage, to holder or holders thereof, and to carry out and perform all the terms and conditions of the said mortgage and mortgage note as therein provided.

Purchaser agrees that any release of prior mortgagors and obligors shall not in any manner affect or impair the indebtedness evidenced by the above described note, the lien of the above described mortgage or the covenants, agreements and obligations set forth in said mortgage and note, or affect, alter or diminish the remedies at law or in equity for recovery on said security, whether as collateral or otherwise.



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Purchaser further agrees that notwithstanding any release of prior mortgagors and obligors, purchaser, and each of them, shall be liable to pay the indebtedness evidenced by the aforesaid mortgage note and shall keep and perform all of the covenants and agreements contained in the aforesaid mortgage. Purchaser acknowledges that future assumptions of this mortgage may be restricted in accordance to the terms of the original mortgage. More specifically, the mortgage shall, with the prior approval of the Federal Housing Commissioner, or his assignee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, without first obtaining the prior written consent as may be required by the mortgage and/or any riders thereof.

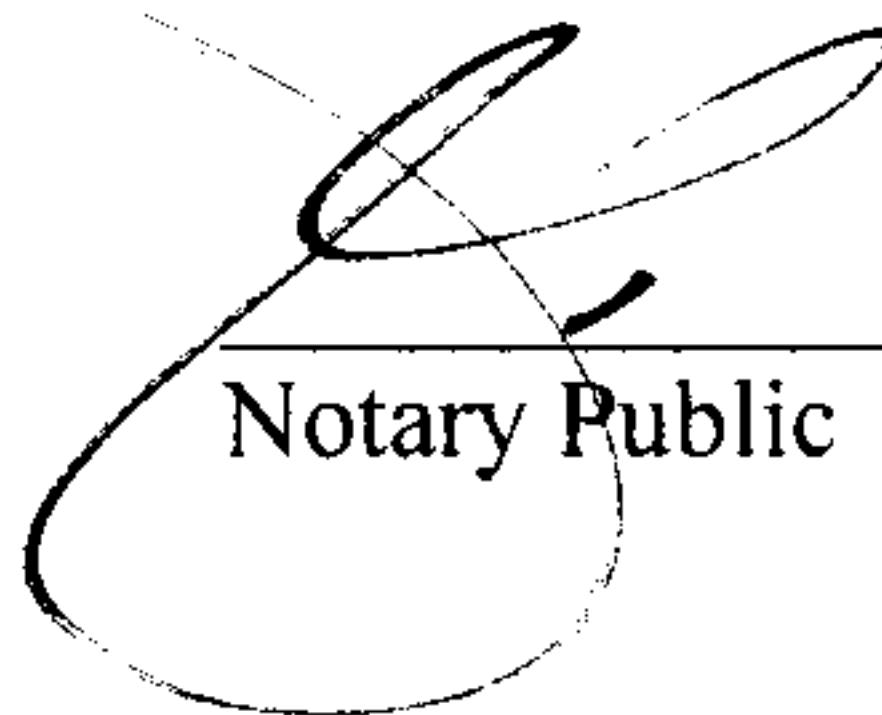
12/19/11
Date


Del L Williams - Purchaser

State of Alabama)
County of Jefferson)
SS:

On this 19th day of December, 2011, before a notary public in and for the said county, personally appeared Del L Williams and , to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed.

My commission expires:


Notary Public

MALCOLM S. MCLEOD
Notary Public
STATE OF ALABAMA

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 15, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS