

**This instrument prepared by and
When recorded return to:
E. Nicole Borissenkov
USAA Federal Savings Bank
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047
Attn: Assumption Dept.
Loan # xxxxx17930**

Assumption Agreement With Release of Liability

This agreement is made and entered into this 10th day of May, 2013 by and between Jonathan S C Whitman and Kathy E Whitman (THE EXISTING BORROWER), and Jonathan S C Whitman (THE NEW BORROWER) and USAA Federal Savings Bank(Mortgage Company).

A. Existing borrower (Who has been approved for release of liability) presently is obligated and liable for payment to lender for the indebtedness evidenced by a certain promissory note dated January 12, 2012, (THE NOTE), which note was made by USAA Federal Savings Bank of the lender in original principal sum of \$107,821.00

B. The note is secured by a certain Deed of Trust/Mortgage dated January 12, 2012 made by Jonathan S C Whitman and Kathy E Whitman as Borrowers, in which lender is named as beneficiary which was recorded on January 20, 2012 as in Document Number 20110120000024520 ,Official records of Shelby county, state of Alabama. Copies of the note and Deed of Trust/Mortgage are attached hereto and are incorporated herein by this reference as if set forth herein in full.

C. Existing borrower has sold , transferred and conveyed or is about to sell, transfer and convey to the new borrower all of existing borrower's right, title and interest in and to the property described in the Deed of Trust/Mortgage. In connection therewith, new borrower desires to assume the obligations represented by the note as well as obligations represented by the Deed of Trust/Mortgage.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. As of the date hereof, the unpaid balance on the note is \$104,208.87 with interest paid to May 1st, 2013 at the rate of 4.00% percent per annum (0%). The monthly installment of principal and interest payable under the note is presently due for June 1st, 2013 in the amount of \$514.75. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the Lender. The Borrower promises to make monthly payments of principal and interest of US \$514.75 beginning on June 1, 2013 and continuing monthly thereafter on the first day of each month until all amounts outstanding are paid in full.

2. New borrower shall pay to lender an assumption fee of \$1,955.00 (PAID).

3. New borrower agrees that the terms of the original note shall remain in full force and effect and remain unchanged.



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4. New borrower hereby covenants, promises and agrees (A) to assume and pay the indebtedness evidenced by the note in installments at the times, in the manner, and in all respects as therein provided, (B) to perform and each and all the obligations provided in the Deed of Trust/Mortgage to be performed by the trustor at the time, in the manner and in all respects as therein provided; and (C) to be bound by each and all the provisions of the Deed of Trust/Mortgage, all as though made, executed and delivered by the trustor, and personally assumed all duties, obligations and liabilities pursuant to the note and Deed of Trust/Mortgage.

5. The property described in the Deed of Trust/Mortgage shall remain subject to the lien, charge or encumbrance of the Deed of Trust/Mortgage and nothing therein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust/Mortgage, or the priority thereof over other liens, charges or encumbrances, or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the note and or Deed of Trust/Mortgage.

6. As of the effective date of the agreement, lender hereby waives its right to accelerate the entire unpaid balance of the note by reason of the transfer to the new borrower of the property described in the Deed of Trust/Mortgage, but such waiver shall not be deemed to be a waiver with regard to future sales, transfers, conveyances or other transactions.

7. This agreement is made pursuant to and shall be construed and governed by the laws of the state Alabama and the rules and regulations promulgated thereunder.

8. This agreement contains the entire agreement of parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreements among them concerning the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, relating to the subject matter hereof, which are not fully described herein.

9. Existing borrower and new borrower expressly represent and warrant, and this agreement shall become effective only upon the condition, that the property described in the Deed of Trust/Mortgage is subject to no lien subsequent or subordinate to the lien of the Deed of Trust/Mortgage except:

_____ No exceptions _____


10. The provisions of the note and Deed of Trust/Mortgage shall remain in full force and effect and shall remain unchanged.

11. This agreement does provide a release of liability to the existing borrower.

12. In this agreement, the singular number includes the plural and the plural number includes the singular. If this agreement is executed by more than one person, firm or corporation as new borrower, the obligations of each person, firm or corporation hereunder shall be joint and several. The pleading of any statutes of limitations as defense to any and all obligations and demands secured by or mentioned in the Deed of Trust/Mortgage is hereby waived by the new borrower to the full extent permissible by law.

13. Any new borrower herein who is a married person expressly agrees that recourse may be had against his/her separate property for any deficiency after sale of property affected by the Deed of Trust/Mortgage.

14. This agreement applies to, inures to the benefit of and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.


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15. All notices and correspondence to the new borrower shall be mail

Jonathan S C Whitman

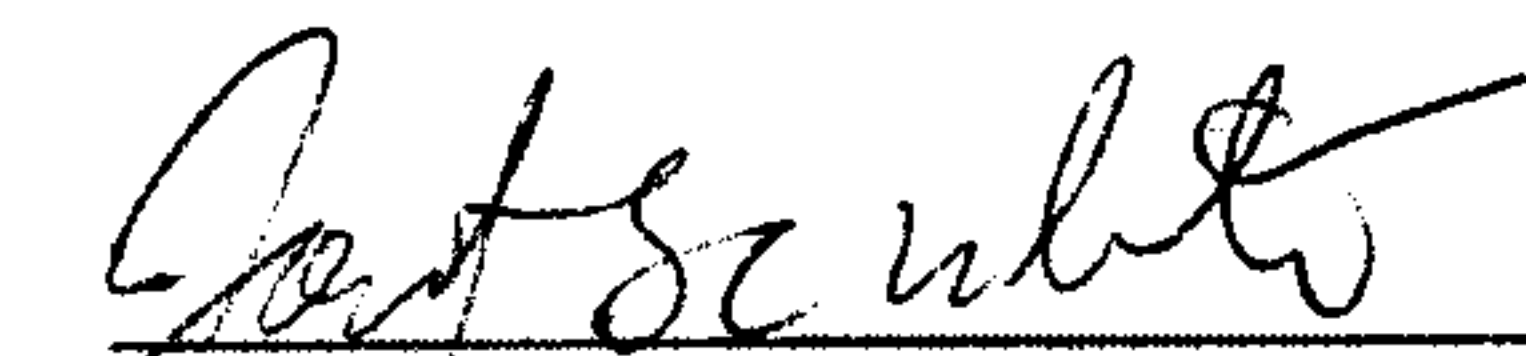
1202 Bold Ruler Lane

Helena, AL 35080


Any changes to this address shall be submitted to USAA Federal Savings Bank, its Successors and/or assigns in writing.



Jonathan S C Whitman (Existing Borrower)



Jonathan S C Whitman (New Borrower)



Kathy E Whitman (Existing Borrower)

EXISTING BORROWER ACKNOWLEDGEMENT

State of Alabama

County of Shelby

On June 18, 2013 before me, Kelly B. Furgerson, Notary Public
Name, Title of Officer- e.g. "Jane Doe, Notary Public"

personally appeared Jonathan S C Whitman
Name of Signer (s)

 personally known to me- OR- X proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.


WITNESS my hand and official seal.


Signature of Notary

My commission expires: 10-20-14

(Impress Notary Seal here)

KELLY B. FURGERSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
October 20, 2014


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EXISTING BORROWER ACKNOWLEDGEMENT

State of Alabama

County of Shelby

On June 18, 2013 before me, Kelly B. Furgerson, Notary Public
Name, Title of Officer- e.g. "Jane Doe, Notary Public"

personally appeared Kathy E. Whitman
Name of Signer (s)

 personally known to me- OR- X proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelly B. Furgerson
Signature of Notary

My commission expires: 10-20-14

(Impress Notary Seal here)

KELLY B. FURGERSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
October 20, 2014

NEW BORROWER ACKNOWLEDGEMENT

State of Alabama

County of Shelby

On June 18, 2013 before me, Kelly B. Furgerson, Notary Public
Name, Title of Officer- e.g. "Jane Doe, Notary Public"

Personally appeared Jonathan S C Whitman
Name of Signer (s)

personally known to me- OR- proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.


WITNESS my hand and official seal.

Kelly B. Furgerson
Signature of Notary

My commission expires: 10-20-14

(Impress Notary Seal here)

KELLY B. FURGERSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
October 20, 2014


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In witness whereof, the parties hereto have executed this agreement the day and year above written.

USAA Federal Savings Bank

By: USAA Federal Savings Bank

By :

CORPORATE ACKNOWLEDGEMENT

State of TEXAS

County of BEXAR

On 8/30/13 before me, ANGELA GARCIA, NOTARY PUBLIC
Name, Title of Officer- e.g. "Jane Doe, Notary Public"

personally appeared DENNIS KIRKPATRICK
Name of Signer (s)

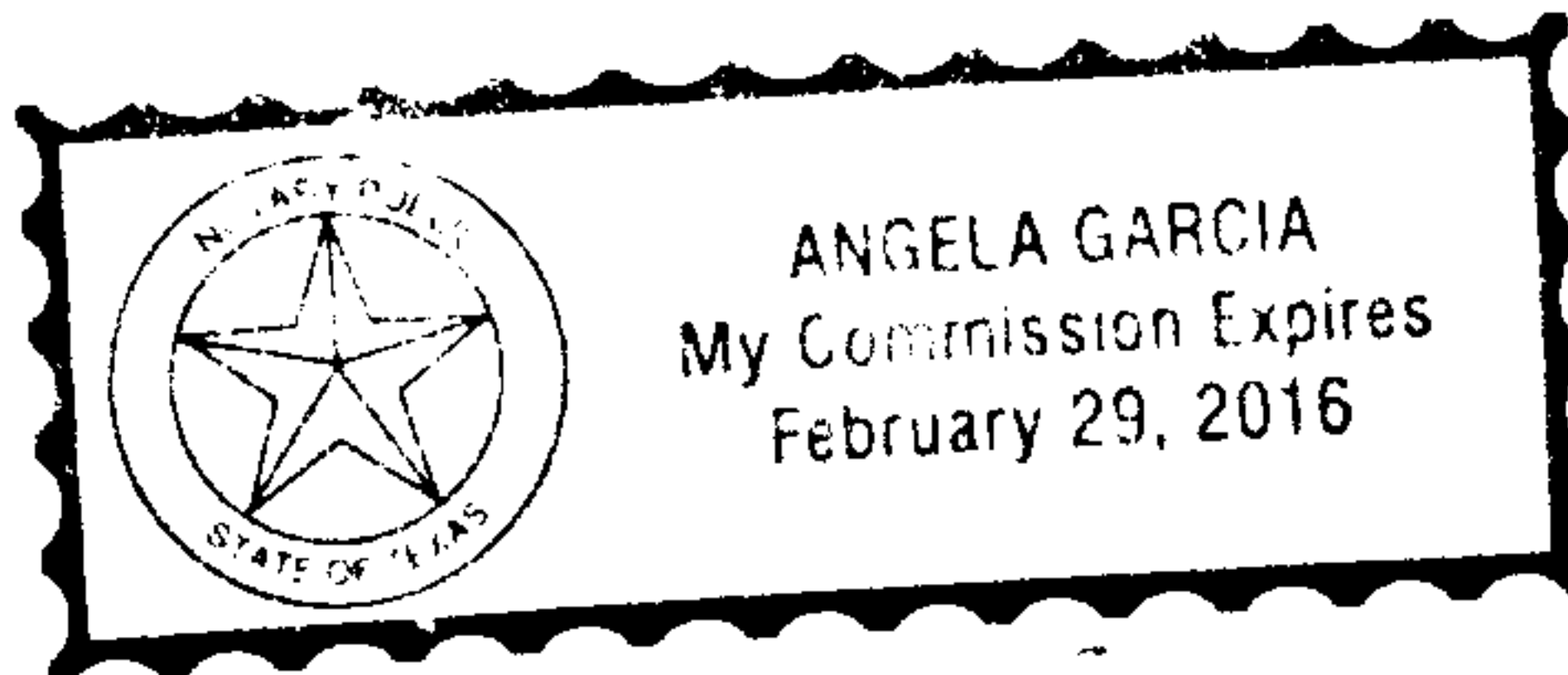
personally known to me- OR- proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Angela Garcia
Signature of Notary

My commission expires: 2/29/2016

(Impress Notary Seal here)



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