


Prepared by: Michael L. Riddle  
Middleberg Riddle Group  
717 N. Harwood, Suite 1600  
Dallas, TX 75201

Recording Requested By and  
NATIONSTAR MORTGAGE, LLC  
ATTENTION: SPECIAL LOANS  
4000 HORIZON WAY  
IRVING, TX 75063

Return to:  
Document Recording Services  
P.O. Box 3008  
Tallahassee, FL 32315-3008

Source of Title: Deed Book \_\_\_\_\_, Page \_\_\_\_\_

  
20160427000138610 1/7 \$320.75  
Shelby Cnty Judge of Probate, AL  
04/27/2016 11:53:37 AM FILED/CERT

Loan No: 610679722

  
REF114891883A

Data ID: 365

### ASSUMPTION AND NON-RELEASE OF LIABILITY AGREEMENT

MIN: 100319243040922007 MERS Phone: 1-888-679-MERS (6377)

AGREEMENT, made this November 9, 2015, between ESTATE OF JOSEPH M SWARTZ ,  
whose address is \_\_\_\_\_ (the "Transferor");  
JACQUELINE SWARTZ , whose address is 6509 QUAIL RUN DR, PELHAM, ALABAMA 35124  
(the "Transferee"); and  
NATIONSTAR MORTGAGE, LLC, 4000 HORIZON WAY, IRVING, TEXAS 75063 (the "Mortgagee");

### W I T N E S S E T H:

#### WHEREAS:

A Note in the principal sum of **\$187,200.00** was executed by JOSEPH M SWARTZ ("Original Obligor(s)") on September 30, 2004, and delivered unto HERITAGE BANK for payment of this sum together with interest at the rate and upon the terms as more fully set forth in the Note; and

A Deed of Trust/Mortgage/Security Deed ("Security Instrument") was also executed, acknowledged and delivered of even date therewith, which Security Instrument was recorded in DOC# : 20041006000554130; PGS : 1 - 12 of the Official Records of the County Recorder's or Clerk's Office of SHELBY COUNTY, ALABAMA, and which Security Instrument covered the premises described as follows:

Page 1 of 7 Pages



P+0610679722+5439+01+07+ASMPREL

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

Mortgagee is the holder or is acting on behalf of the holder of the Note and Security Instrument and subsequent modifications thereof, if any (collectively the "Mortgage").

Transferor is to convey the premises described above to Transferee, and Transferee desires to assume payment of the indebtedness evidenced by the Mortgage as set forth below; and

Transferor and Transferee have requested the Mortgagee to permit the sale and conveyance of the premises without maturing the Note.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Mortgagee agrees not to exercise its right to declare all sums secured by the Mortgage to be immediately due and payable by reason of the anticipated transfer.

2. Transferee does hereby assume all obligations under the Mortgage and further assumes and agrees to pay the principal sum of the indebtedness evidenced by the Mortgage which has a current principal balance of **\$192,411.61**, together with interest thereon at the present rate of **2.000%** per annum, in equal monthly installments of **\$705.49**, including interest, on the first day of each month beginning **January 1, 2016**, together with any amounts required for escrow deposits all as set forth in the Mortgage. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on **April 1, 2046**. Subsequent to this Assumption and Non-Release of Liability Agreement, adjustments to the interest rate and payment amount, if any, shall be made according to the terms of the Mortgage or this Agreement. A copy of the Note and subsequent modifications thereof, if any, are attached hereto and made a part hereof for all purposes.





3. Transferor hereby relinquishes and transfers to Transferee all Transferor's interest in any monies which may be held by Mortgagee 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 Mortgagee. Transferee assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance premiums and agrees to continue making monthly deposits for such purposes if required by Mortgagee.

4. Transferor shall remain liable and obligated for repayment of all amounts of principal and interest which Transferor contracted to pay pursuant to the terms of the Mortgage, prior to assumption herein by Transferee, or as modified herein. In the event Transferee shall ever default in connection with the obligations which Transferee assumes herewith in connection with the amended Mortgage, Transferor shall pay to Mortgagee such sums as shall then be outstanding and/or due and such sums as shall thereafter become due, all as calculated in accordance with the Mortgage prior to amendment herein, or as modified herein. In this connection, Transferor expressly waives any right Transferor might have, pursuant to the Security Instrument, to request or obtain release from liability with respect to the Mortgage in connection with the assumption entered into herewith.

5. There are no offsets or defenses to the Mortgage or to the amount of the debt as hereinbefore set forth.

6. Except as modified by this Agreement, all the provisions of the Mortgage are and shall remain in full force and effect and shall be performed by Transferee as if these instruments had been originally executed by Transferee.

7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN THE EVENT this Agreement is not executed by Transferor, Transferee is nevertheless bound by this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Non-Release of Liability Agreement.

Transferor:

ESTATE OF JOSEPH M SWARTZ

—Seller

By:  (Seal)  
JACQUELINE SWARTZ

Its:



Loan No: 610679722

Data ID: 365

Transferee:


 (Seal)  
JACQUELINE SWARTZ —Borrower

Mortgagee:

NATIONSTAR MORTGAGE, LLC

By:

Its:

  
STELLA F. HESS  
SVP

(Printed Name and Title)

Page 4 of 7 Pages



P+0610679722+5439+04+07+ASMPREL



20160427000138610 4/7 \$320.75  
Shelby Cnty Judge of Probate, AL  
04/27/2016 11:53:37 AM FILED/CERT

# INDIVIDUAL ACKNOWLEDGMENTS

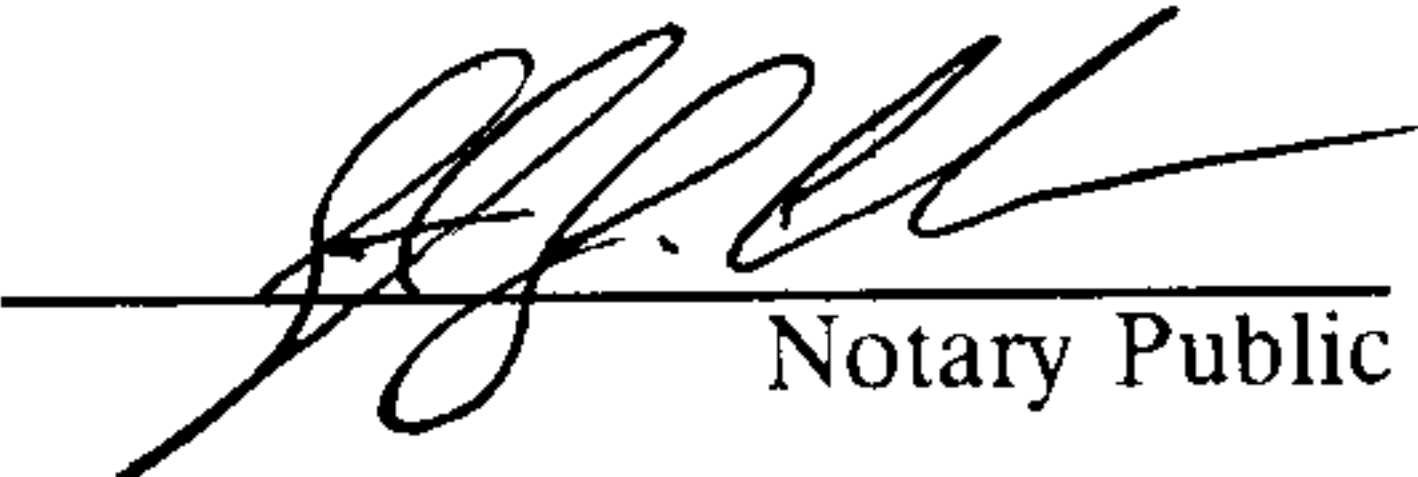
STATE OF Alabama  
COUNTY OF Jefferson

§  
§

I, Steven S. Andrews, a Notary Public, hereby certify that JACQUELINE SWARTZ of ESTATE OF JOSEPH M SWARTZ on behalf of said entity whose name(s) signed to the foregoing conveyance, and who known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand this 17<sup>th</sup> day of March, A.D. 2016.

[Seal]

  
Notary Public

My commission expires: 11-05-2017

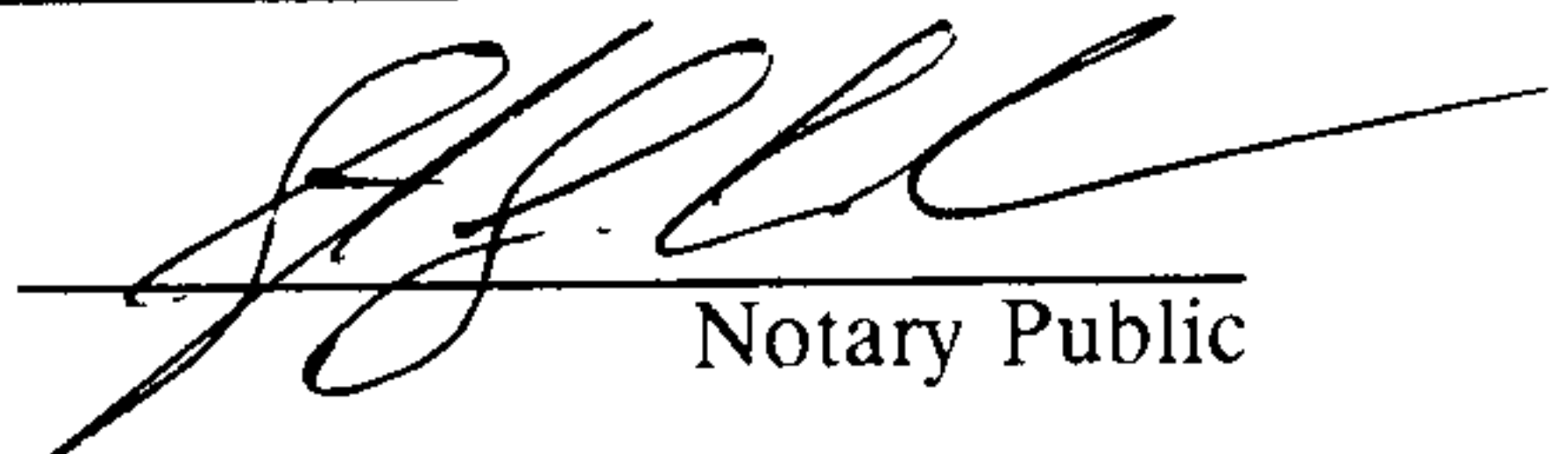
STATE OF Alabama  
COUNTY OF Jefferson

§  
§

I, Steven S. Andrews, a Notary Public, hereby certify that JACQUELINE SWARTZ whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand this 17<sup>th</sup> day of March, A.D. 2016.

[Seal]

  
Notary Public

My commission expires: 11-05-2017



Loan No: 610679722

Data ID: 365

STATE OF Texas MORTGAGEE'S ACKNOWLEDGMENT  
COUNTY OF Dallas §  
§

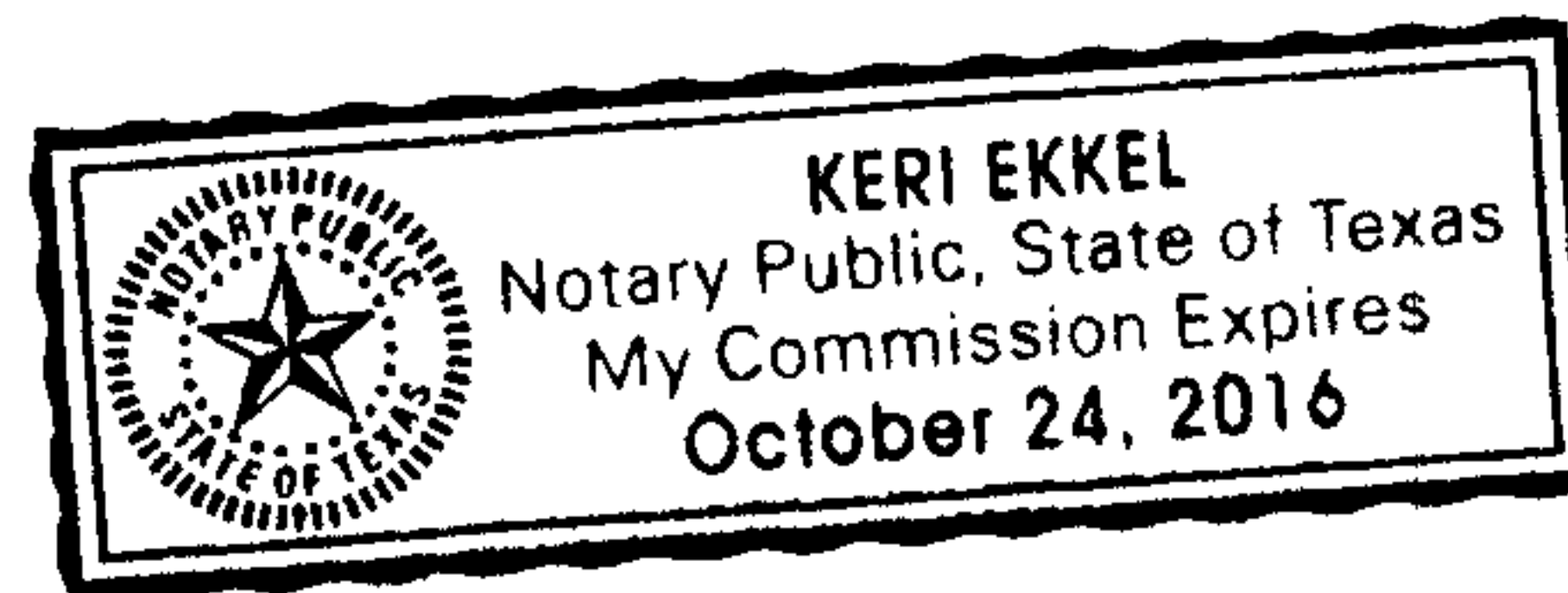
I, Keri Ekkel, a Notary Public in and for said County  
in said State, hereby certify that Stella Hess  
whose name as SVP of NATIONSTAR MORTGAGE, LLC, A  
Delaware Corporation, is signed to the foregoing instrument, and who is known to me,  
acknowledged before me on this day that, being informed of the contents of the instrument, he/she,  
as such officer and with full authority, executed the same voluntarily for and as the act of said  
entity.

Given under my hand this 22 day of March, 20 16.

Keri Ekkel  
Notary Public

Keri Ekkel  
(Printed Name)

My commission expires: October 24, 2016



Page 6 of 7 Pages



P+0610679722+5439+06+07+ASMPREL



20160427000138610 6/7 \$320.75  
Shelby Cnty Judge of Probate, AL  
04/27/2016 11:53:37 AM FILED/CERT



Loan No: 610679722

Data ID: 365

Borrower: JACQUELINE SWARTZ

Property Address: 6509 QUAIL RUN DR, PELHAM, ALABAMA 35124

### LEGAL DESCRIPTION

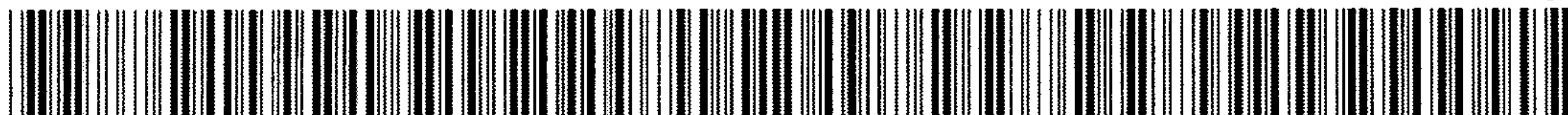
**Lot 5, according to the Survey of Quail Run, as recorded in Map Book 7, Page 22, in the Office of the Judge of Probate of Shelby County, Alabama.**

**Subject to all easements, restrictions, reservations, provisions, covenants, building set-back lines and rights of way of record.**



20160427000138610 7/7 \$320.75  
Shelby Cnty Judge of Probate, AL  
04/27/2016 11:53:37 AM FILED/CERT

Page 7 of 7 Pages



P+0610679722+5439+07+07+ASMPREL