

TRUSTMARK NATIONAL BANK

ASSUMPTION AND RELEASE AGREEMENT

THIS AGREEMENT made this 7th day of July, 2017, by and among Jason E. McQueen and _____ hereinafter called "Transferor-Seller"; Pamela L. McQueen and _____ hereinafter called "Transferee-Purchaser"; and Trustmark National Bank, hereinafter called "Bank";

WITNESSETH:

WHEREAS, the Transferor-Seller, or his predecessor in title, did on February 8, 2016, execute and deliver unto Bank a Promissory Note in the amount of One Hundred Forty-Four Thousand and 00/100 ***** Dollars (U.S. \$ 144,000.00), for payment of said sum, together with interest thereon at the rate and terms as more fully set forth in said Note, such Note having renewals, extensions and modifications as follows:

THE TRANSFEROR-SELLER, or his predecessor in title, did also execute, acknowledge and deliver a Deed of Trust of even date with said Note, which Deed of Trust was recorded in Land Deed of Trust Book ** _____ at Page _____, of Shelby County, Alabama, and which Deed of Trust covered the following described real property: **Instrument No. 20160212000045780

See the Exhibit "A" attached hereto.

THE BANK is the holder of said Note and any renewals, extensions and modifications and the Deed of Trust securing the payment thereof, and there is now due and owing the sum of One Hundred Forty Thousand, Seven Hundred Ninety-Three and 39/100 ***** Dollars (U.S. \$ 140,793.39), with interest thereon at the rate of Four and 00/00 percentum (4.000 %) per annum from July 7, 2017 said indebtedness being payable by equal consecutive payments of \$ 687.48 and on the 1st day of each month, and the entire indebtedness due and payable on March 1, 2046.

WHERE AS, the Transferor-Seller has conveyed the real property described to the Transferee-Purchaser; and the Transferor-Seller and the Transferee-Purchaser have requested the Bank to release the Transferor-Seller from the obligation to pay the principal sum of said Note, and interest thereon, secured by said Deed of Trust, provided the Transferee-Purchaser assumes the obligation to pay the remaining indebtedness set forth above.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises of the parties hereto, the parties do hereby mutual agree, covenant and bind themselves as follows:

1. The Transferee-Purchaser does hereby assume and agree to the principal sum of the indebtedness evidenced by said Promissory Note, and any renewals, modifications and extensions, and secured by said Deed of Trust, reduced as of July 7, 2017, _____, to the principal sum of \$ 140,793.39 together with interest at the rate of Four and 00/100 percentum (4.000 %) per annum, in accordance with the terms and conditions of said Note and Deed of Trust, or as said terms may from time to time be modified or changed, with the same force and effect as if the said instrument had originally been executed by the undersigned Transferee-Purchaser, and that the monthly payments shall be made beginning the 1st day of July, 2017 in the sum of Six Hundred Eighty-Seven and 48/100*** ***** dollars (U.S. \$ 687.48) per month, to be applied first to interest and the balance to principal until said indebtedness is paid in full, and that in addition, said Transferee-Purchaser will pay the monthly sum of One Hundred Thirty Nine and 84/100 ***** Dollars (U.S. \$ 139.84), estimated to be sufficient to pay taxes and insurance on said property, which estimate may be from time to time revised, making a total current payment of Eight Hundred Twenty Seven and 32/100 ***** Dollars (U.S. \$ 827.32) per month. It is agreed that the balance in escrow to be transferred is \$ 1,398.44.
2. The Bank does hereby relieve and release the Transferor-Seller of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of said Note and Deed of Trust, and the Bank does hereby agree that it will not institute any action, suit, claim, or demand in law or in equity against the Transferor-Seller for or on account of the indebtedness evidenced by said Promissory Note and secured by said Deed of Trust nor on account of any failure of performance of any of the covenants or terms of the said Note and Deed of Trust; but it is expressly understood and agreed by the parties hereto that this agreement shall not be deemed to be or construed as a release of the debt evidenced by said Promissory Note or secured by said Deed of Trust nor shall anything herein contained in any manner or form impair the validity of said Promissory Note or the lien of said Deed of Trust.
3. The Bank reserves the right to effect a lawful foreclosure of the above Deed of Trust in the event of default by the Transferee-Purchaser according to the terms and conditions of said Deed of Trust and the laws of the State of Mississippi applicable thereto in the name of the Transferor-Seller or in the name of the Transferee-Purchaser and any and all other parties that have assumed said Note and Deed of Trust.
4. There are no offsets of defenses to said Promissory Note and Deed of Trust or to the amount of the debt as hereinabove set forth.
5. Except as modified by this agreement, all of the provisions of said Promissory Note, and any renewals, extensions, and modifications thereof, and said Deed of Trust are and shall remain in full force and effect and are and shall be performed by the Transferee-Purchaser.
6. Jason E. McQueen has executed this Assumption and Release Agreement for the purpose of binding, obligating, and subjecting (himself/herself) to the terms, provisions, and conditions of the above referenced Deed of Trust and shall not be personal liable on the underlying indebtedness as evidenced by said Promissory Note, and any renewals, modifications and extensions thereof.

THIS AGREEMENT is joint and several and shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, heirs, devisees, administrators, executors, successors, and assigns.

Jason E. McQueen
SELLER: Jason E. McQueen

SELLER:

Pamela L. McQueen
PURCHASER: Pamela L. McQueen

PURCHASER:

TRUSTMARK NATIONAL BANK
BY: *Robert G. Parker*
Robert G. Parker, Sr. Vice-President

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for jurisdiction, Robert G. Parker, who acknowledged to me that he/~~she~~ is the Sr. Vice-President of Trustmark National Bank, a Banking Association, and that he/~~she~~ signed and delivered the above and foregoing Assumption Agreement as the act and deed of said Banking Associations, first being authorized so to do.

Given under my hand and official seal of office, this the 5th day of July, 2017.

Patrice Stigger
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/15/2020



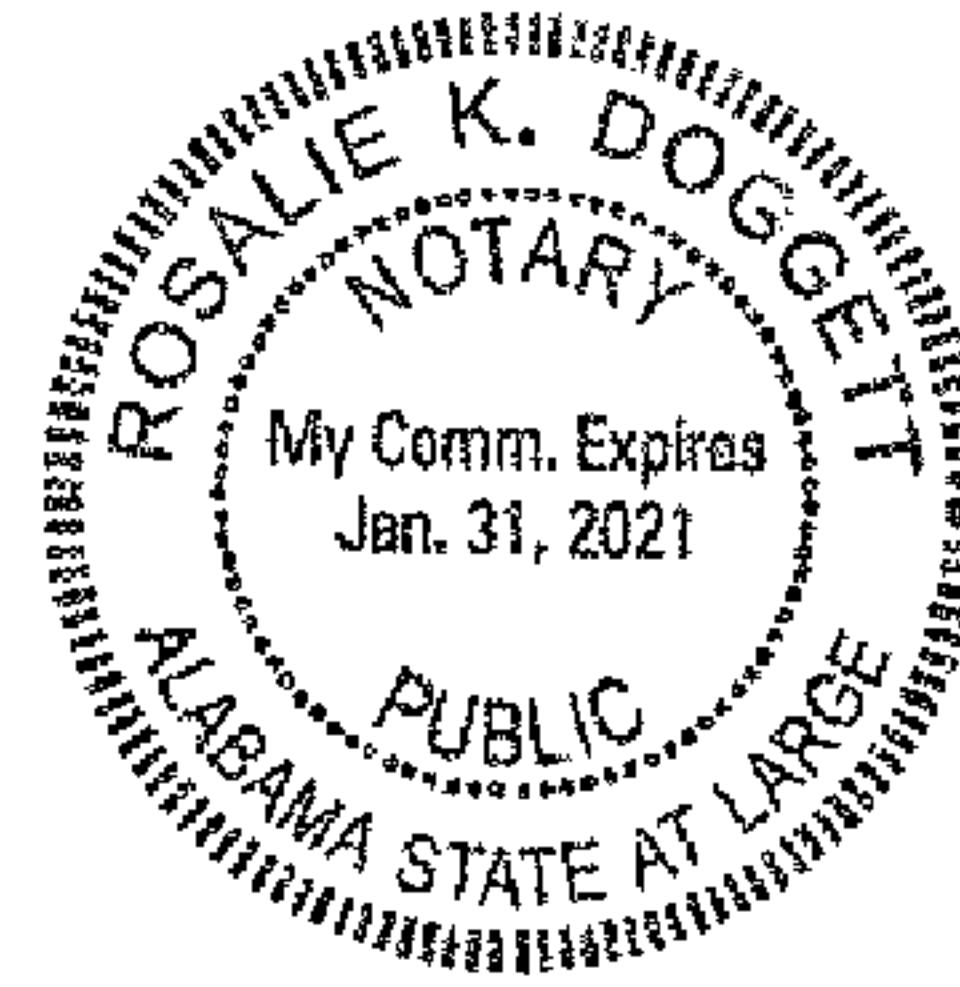
STATE OF Alabama
COUNTY OF Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, Jason E. McQueen and _____ acknowledged to me that he/she signed and delivered the within and foregoing Assumption and Release Agreement on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE, this the 7 day of July, 2017.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/31/21



STATE OF Alabama
COUNTY OF Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, Pamela L. McQueen and _____ acknowledged to me that he/she signed and delivered the within and foregoing Assumption and Release Agreement on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE, this the 7 day of July, 2017.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

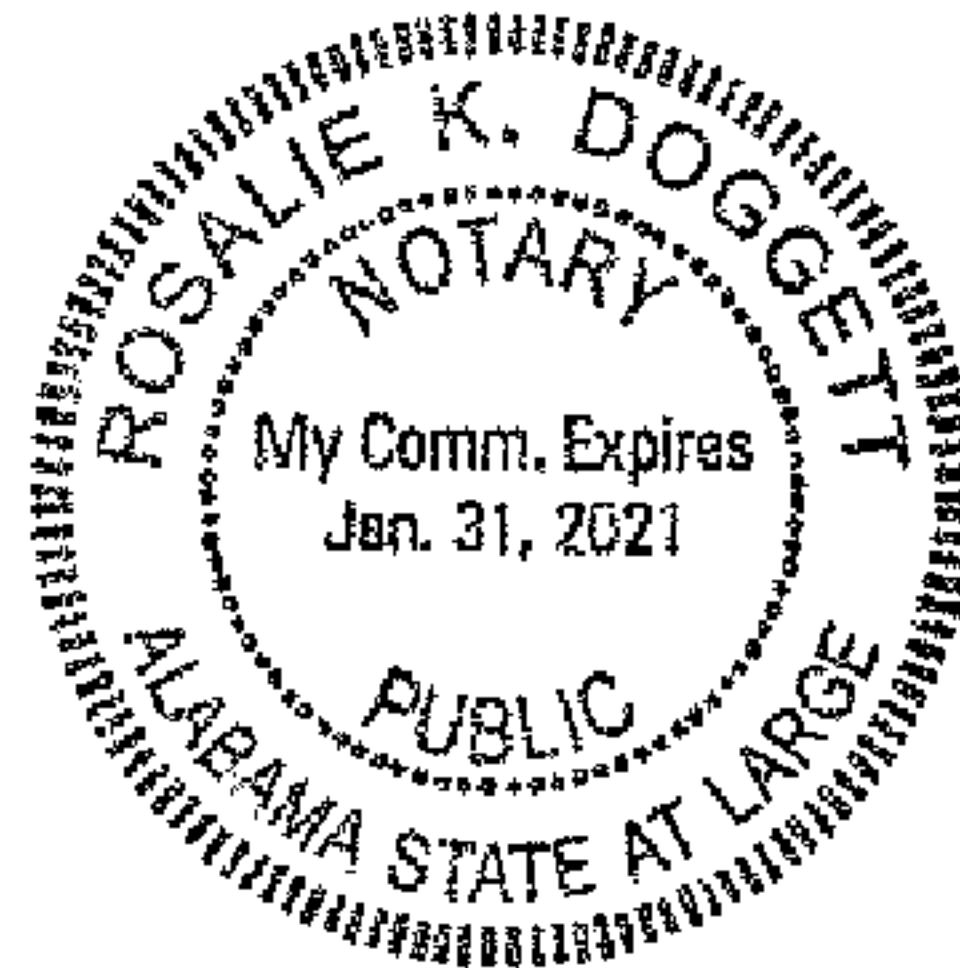
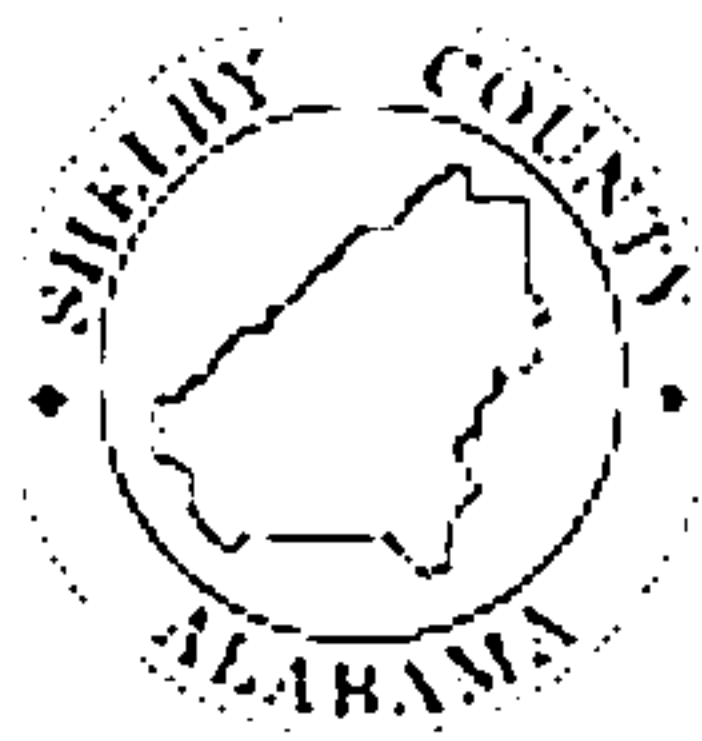


EXHIBIT "A"

Lot 110, according to the survey of Holland Lakes Sector 1, as recorded in Map Book 34 at Page 85, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/13/2017 03:45:34 PM
\$28.00 CHERRY
20170713000250700

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the typed name of the County Clerk.