



20180926000343570 1/8 \$37.00
Shelby Cnty Judge of Probate, AL
09/26/2018 01:23:57 PM FILED/CERT

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

This Assumption and Release of Liability Agreement ("Agreement") is made effective as of August 20, 2018, by and among Chase D. Jones ("Borrower") Kristen D. Jones ("Transferee"), and Alabama Housing Finance Authority.

RECITALS:

A. Alabama Housing Finance Authority is the holder of that certain Note (the "Note"), dated November 10, 2016, in the original principal amount of \$ 171,830.00 made by Borrower to First Bank ("Original Lender"), which Note evidences a loan ("Loan") made by Original Lender to Borrower. To secure the repayment of the Note, Borrower also executed and delivered a Mortgage (the "Security Instrument"), dated November 10, 2016, recorded in the Office of the Judge of Probate in Shelby County, State of Alabama on

November 14, 2016 Instrument# 20161114000418850 that grants a lien on the property described in Exhibit A to this Agreement (the "Property"). Borrower is liable for the payment and performance of all of Borrower's obligations under the Note, the Security Instrument and all other documents executed in connection with the Loan (collectively, the "Loan Documents"). Each of the Loan Documents has been duly assigned or endorsed to Alabama Housing Finance Authority.

B. Alabama Housing Finance Authority has been asked to consent to the transfer of the interest to the Property in Borrower to Transferee (the "Transfer"), the assumption of the obligations of Borrower by Transferee under the Loan Documents and the release of Borrower to pay the Note and to perform the covenants and obligations of the Mortgage and other Loan Documents.

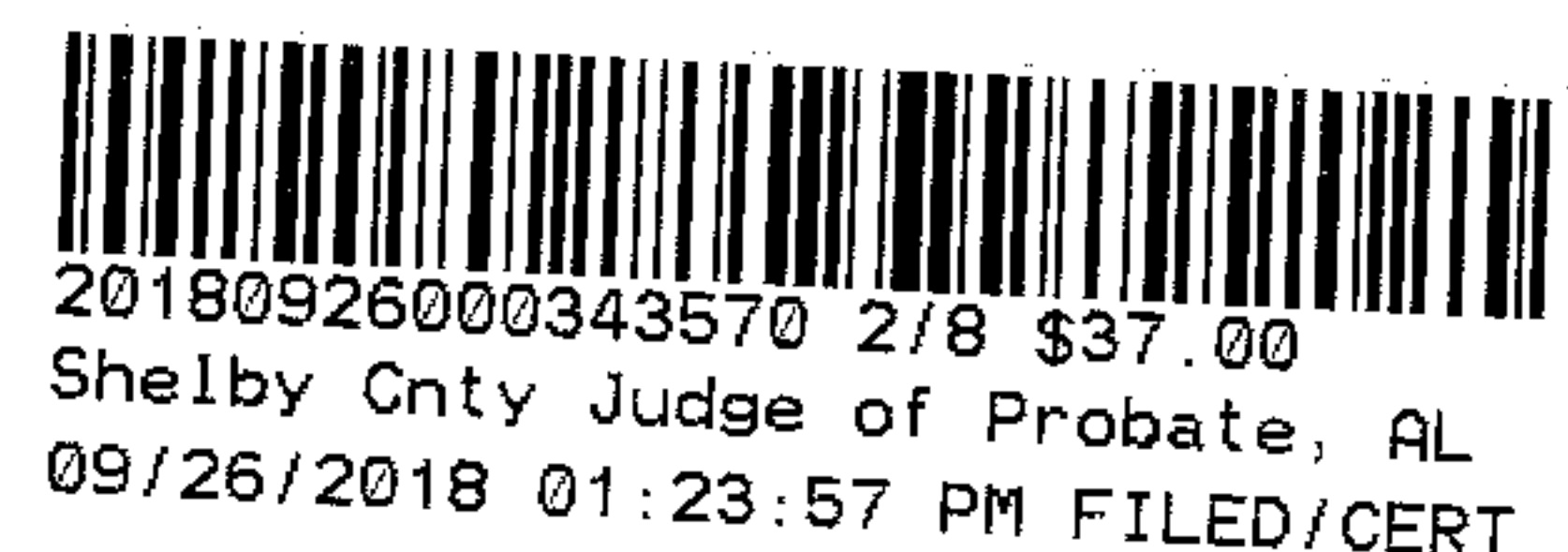
C. Alabama Housing Finance Authority has agreed to consent to the Transfer subject to the terms and conditions stated below.

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferee, Borrower, and Alabama Housing Finance Authority agree as follows:

1. Assumption by Transferee of Liability. Transferee hereby agrees to pay the indebtedness evidenced by the Note and assume all liability to comply with each and every covenant, condition and obligation contained under the provisions of the Loan Documents.
2. Consent to Transfer. Alabama Housing Finance Authority hereby consents to the Transfer and to the assumption by Transferee, subject to the terms and conditions set forth in this Agreement. Alabama Housing Finance Authority's consent to the Transfer is not intended to be and shall not be construed as consent to any subsequent transfer which requires the Lender's consent pursuant to the terms of the Security Instrument.

3. Release of Borrower. Alabama Housing Finance Authority hereby releases Borrower from all of its obligations to pay the Note and to perform the covenants and obligations of the Mortgage and other Loan Documents from and after the date hereof, provided, however, Borrower is not released from any liability pursuant to this Agreement.
4. Liability of Others. Nothing set forth herein shall release or change the liability of Borrower or any other party who may now be or, after the date of this Agreement, become liable, primarily or secondarily, under the Note and the other Loan Documents. Except as expressly modified hereby, the Note, the Security Instrument, and the other Loan Documents shall remain in full force and effect.
5. Costs. Borrower and Transferee jointly and severally agree to pay all fees and costs (including attorneys' fees) incurred by Alabama Housing Finance Authority in connection with Alabama Housing Finance Authority's consent to and approval of the Transfer.
6. Financial Information. Transferee represents and warrants to Alabama Housing Finance Authority that all financial information and other information regarding the capability of Transferee to repay the Loan and to perform its obligations under the Loan Documents provided to Alabama Housing Finance Authority was true and correct as of the date provided to Alabama Housing Finance Authority and remains true and correct as of the date of this Agreement.
7. Addresses. Borrower's address for notice hereunder and Transferee's address for notice hereunder and under the Loan Documents is:

Borrower Address:
Chase D. Jones
1138 Windsor Ct
Alabaster, AL 35007-0000



Transferee Address:
Kristen D. Jones
448 Waterford Cove
Calera, AL 35040-0000

9. Miscellaneous.

(a) This Agreement shall be construed according to and governed by the laws of the jurisdiction in which the Property is located without regard to its conflicts of law principles.

(b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.

(c) No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.

(d) The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.

(e) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

(f) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(g) THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BORROWER:

Name: Chase D. Jones (Seal)

Name: Chase D. Jones

Date: 8/27/18

TRANSFeree:

Name: Kristen Jones (Seal)

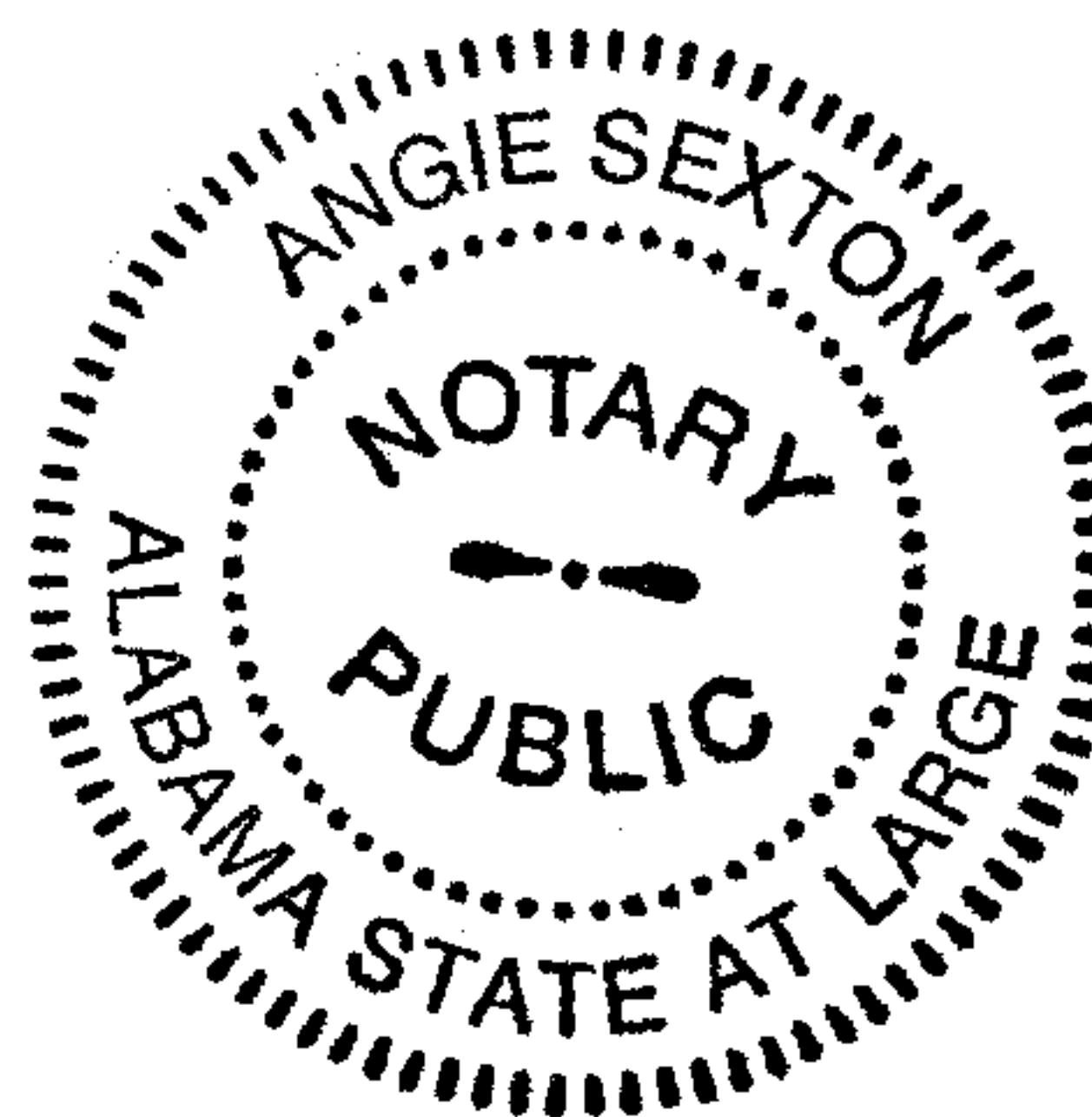
STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Anthony Box**, whose name as Single Family Administrator of Alabama Housing Finance Authority is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance he as Single Family Administrator and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 22 day of August, 2018.

Angie Sexton
Notary Public
My Commission Expires: 9-15-21

(Seal)




ALABAMA HOUSING FINANCE AUTHORITY

BY: Anthony Box

Printed Name

Its: Servicing Administrator


20180926000343570 4/8 \$37.00
Shelby Cnty Judge of Probate, AL
09/26/2018 01:23:57 PM FILED/CERT

Name: _____

Date: _____

ALBAMA HOUSING FINANCE AUTHORITY

BY: Anthony Bok
Its: Servicing Administrator



20180926000343570 5/8 \$37.00
Shelby Cnty Judge of Probate, AL
09/26/2018 01:23:57 PM FILED/CERT

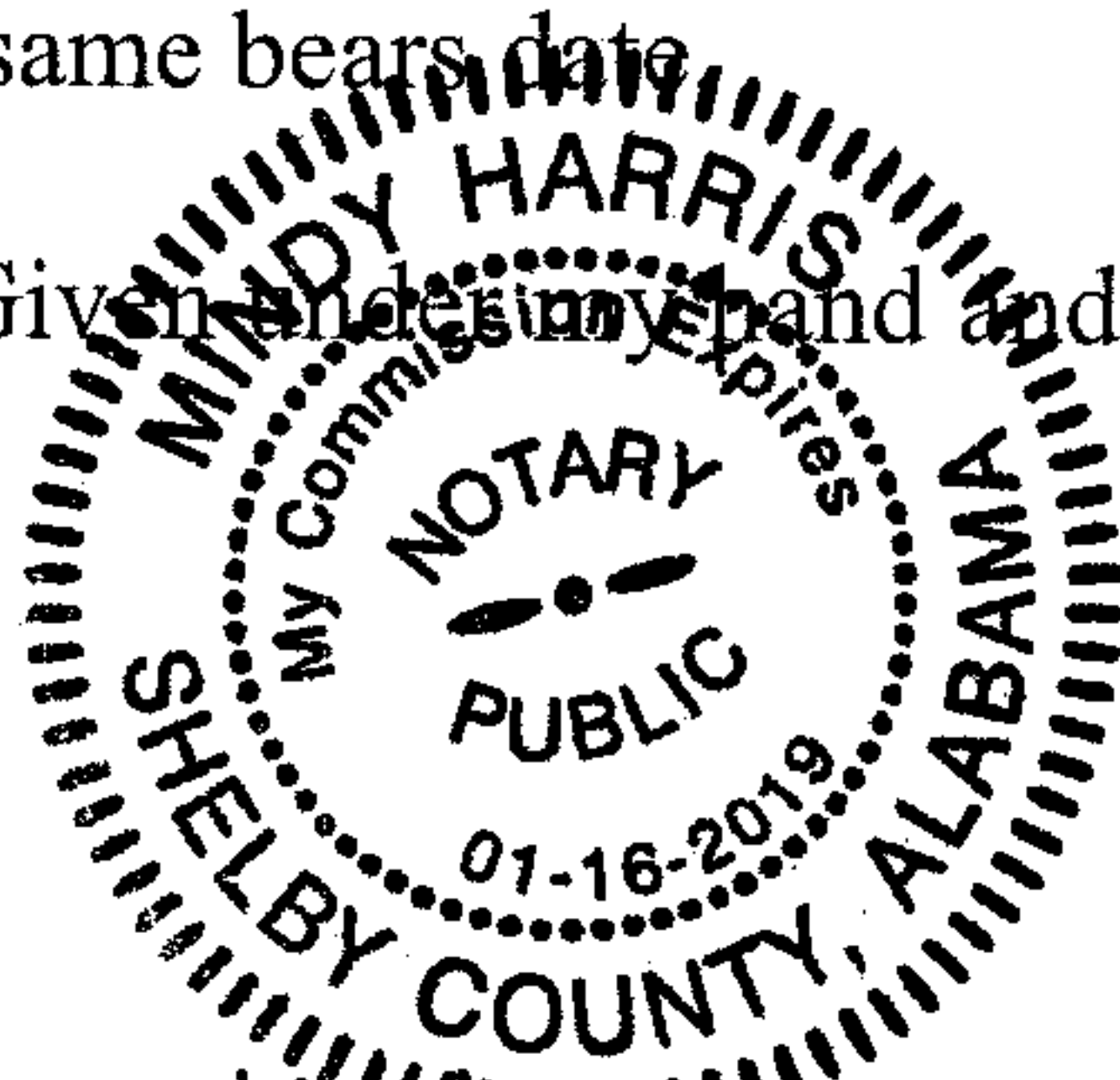
Date: August 27, 2018

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said State at Large, do hereby certify that Chase D Jones, whose name(s) is/are signed to the foregoing Agreement, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of August, 2018

(Seal)



Mindy Harris

Notary Public

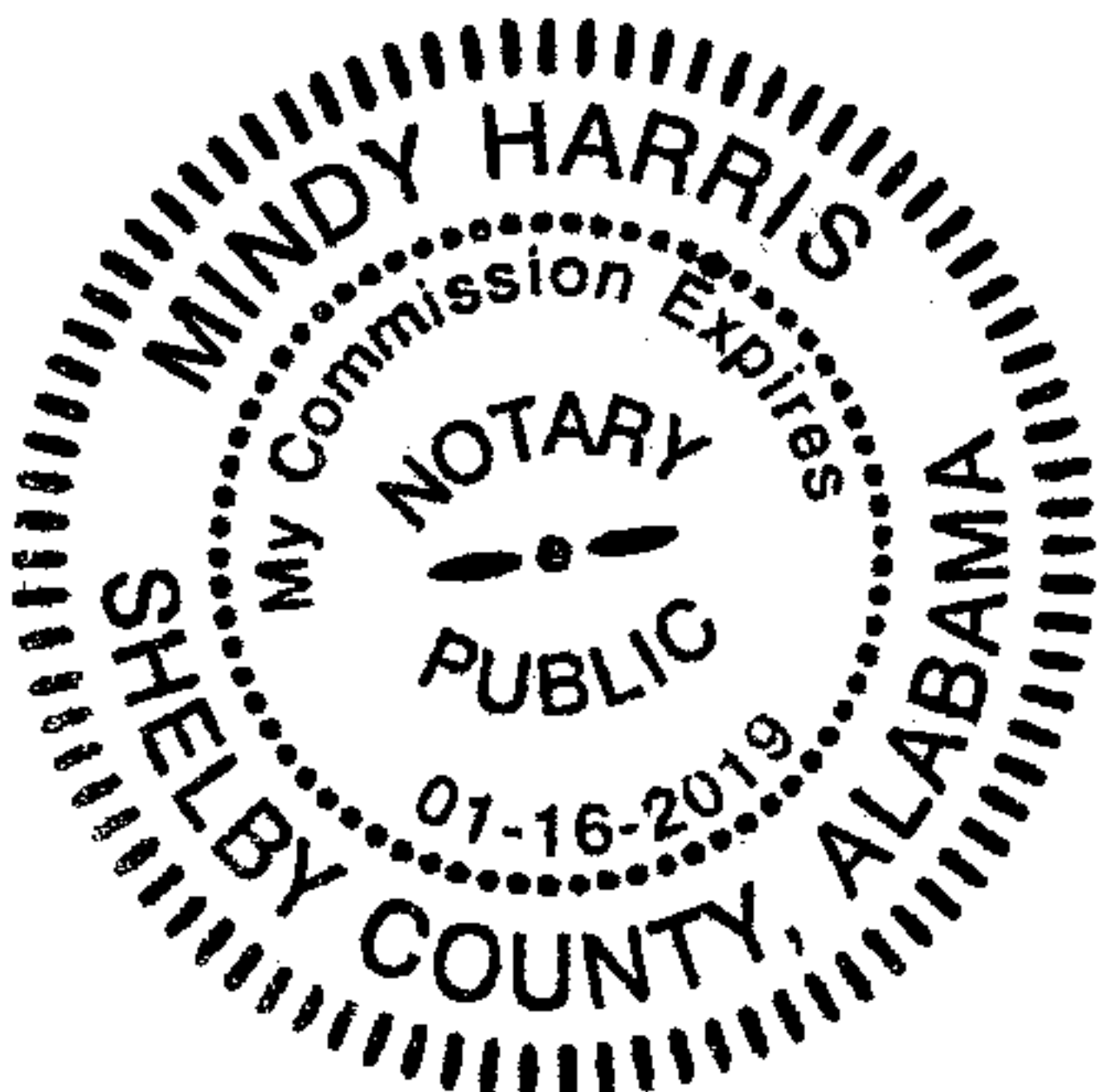
My Commission Expires: 01/16/2019

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said State at Large, do hereby certify that Chase D Jones, whose name(s) is/are signed to the foregoing Agreement, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of August, 2018

(Seal)



Mindy Harris

Notary Public

My Commission Expires: 01/16/2019



20180926000343570 6/8 \$37.00
Shelby Cnty Judge of Probate, AL
09/26/2018 01:23:57 PM FILED/CERT

CHASE D. JONES

Chase D Jones

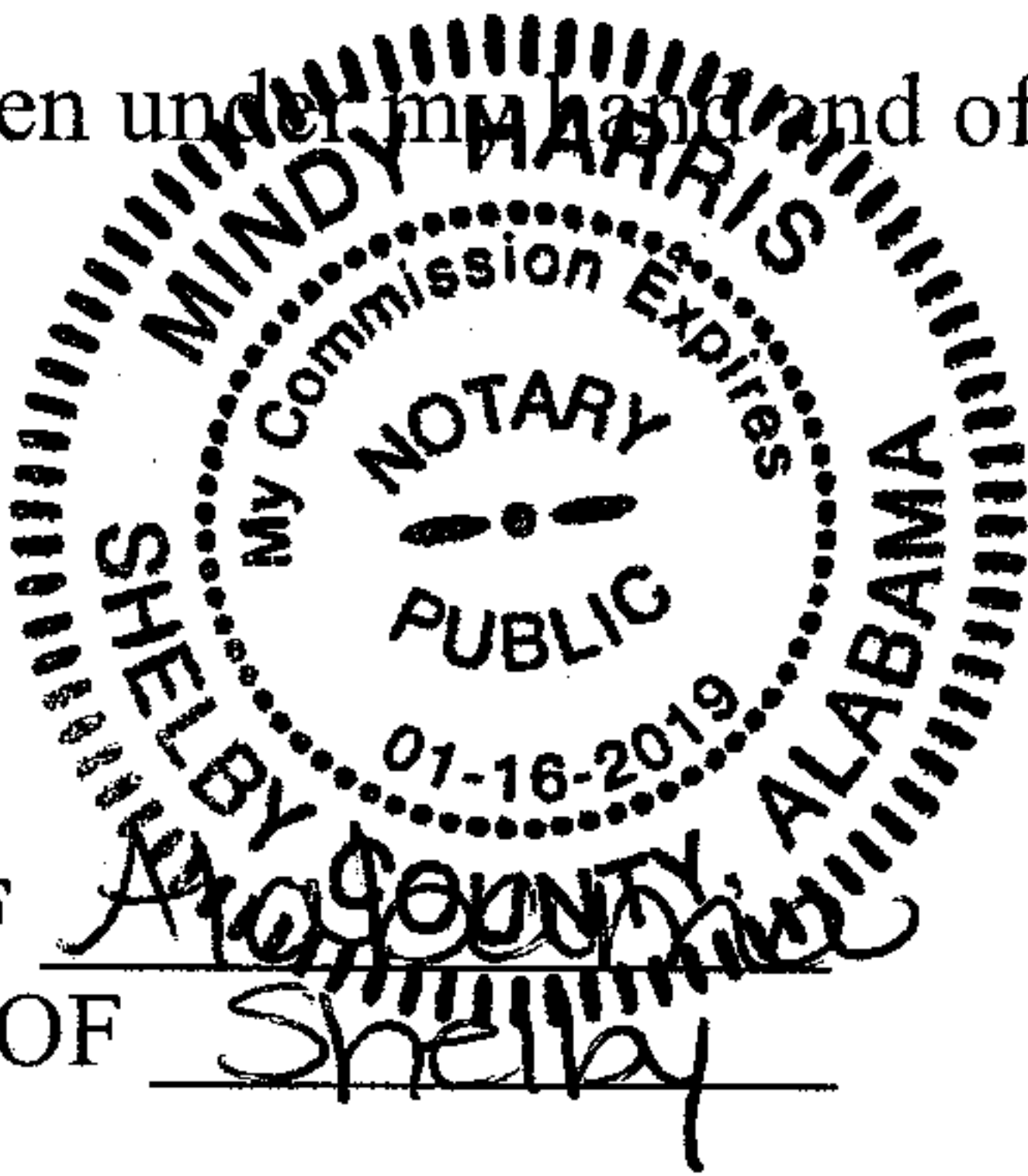
Date: August 27, 2018

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said State at Large, do hereby certify that Kristen D Jones, whose name(s) is/are signed to the foregoing Agreement, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of August, 2018

(Seal)



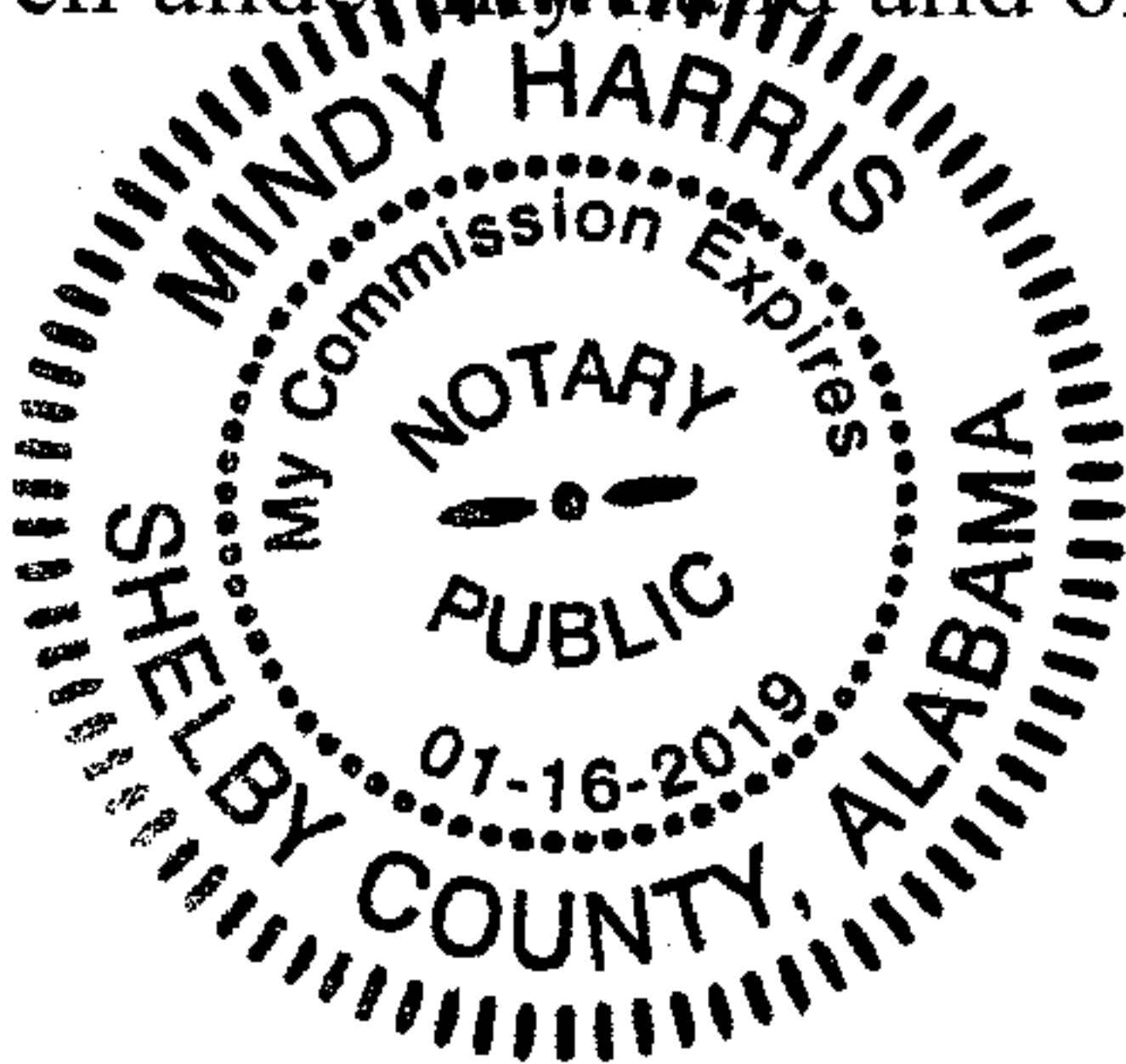
Mindy Harris
Notary Public
My Commission Expires: 01/16/2019

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said State at Large, do hereby certify that Kristen D Jones, whose name(s) is/are signed to the foregoing Agreement, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of August, 2018

(Seal)



Mindy Harris
Notary Public
My Commission Expires: 01/16/2019

KRISTEN D. JONES

Kristen Jones



20180926000343570 7/8 \$37.00
Shelby Cnty Judge of Probate, AL
09/26/2018 01:23:57 PM FILED/CERT

EXHIBIT A

**Lot 711, according to the Survey of Waterford Cove Sector 3, as recorded in Map Book 31,
Page 146, in the Probate Office of Shelby County, Alabama.**



20180926000343570 8/8 \$37.00
Shelby Cnty Judge of Probate, AL
09/26/2018 01:23:57 PM FILED/CERT