

20181019000370890  
10/19/2018 08:29:49 AM  
ASSUMAGR 1/3

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:  
Ocwen Loan Servicing, LLC  
Assumption Department  
3451 Hammond Ave.  
Waterloo, IA 50702  
Prepared by: Dawn Vogel

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[Space Above This Line For Recording Data]

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**ASSUMPTION OF LIABILITY AGREEMENT**

MIN # 100085615000630195

This agreement is effective the 10/10/18 entered into by Christina L Honaker, hereinafter referred to as "purchaser", with Ocwen Loan Servicing, LLC hereinafter referred to as "mortgagee",

Whereas, mortgagee is the owner and/or servicer of that certain note executed by Christina L Honaker and Donald G Honaker, hereinafter referred to as "mortgagor", dated May 20, 2016, in the amount of \$176,000.00, payable to Synovus Mortgage Corp hereinafter referred to as "Lender" and the real estate mortgage securing said note of even date therewith to Mortgage Electronic Registration Systems, Inc ("MERS"), solely as nominee for Synovus Mortgage Corp, and Lenders successors and assigns, as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint MI 48501-2026 or 1901 E Voorhees Street, Suite C, Danville, IL 61834 tel. (888) 679-MERS. Which mortgage was filed for record in the office of the recorder of Shelby County, State of Alabama, on May 23, 2016 as Document No. 20160523000173910; and covering the described real property as follows:

506 Caldwell Mill Circle  
Birmingham, AL 35242  
(Property Address)

See Attached Exhibit "A",

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 there under and under the terms of the said mortgage and mortgage note, 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.

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 mortgagee 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 or purchaser, without first obtaining the prior written consent as may be required by the mortgage and/or any riders thereof.

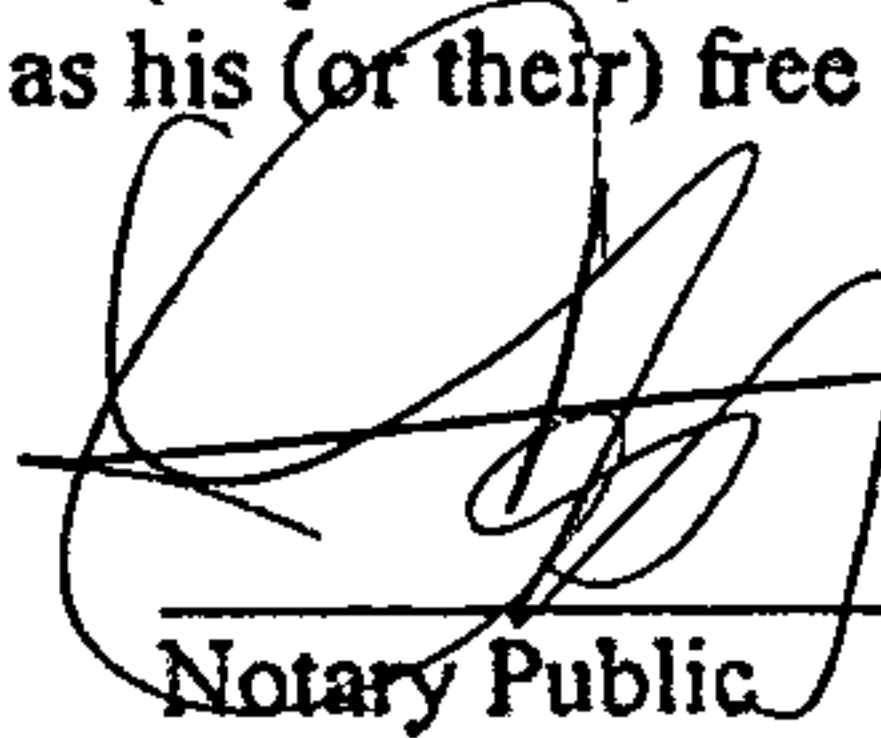
10/18/18  
Date

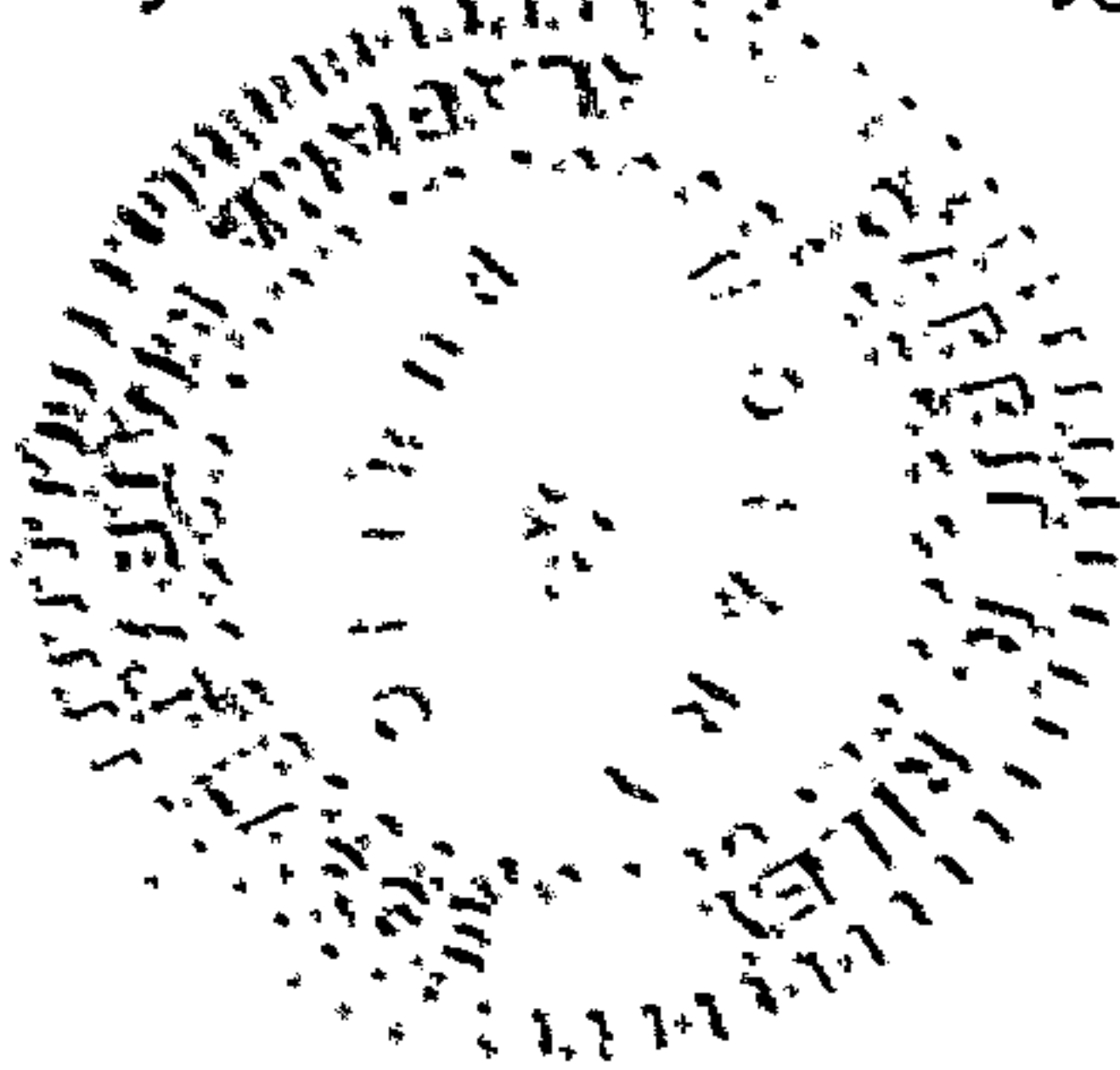
  
Christina L Honaker - Purchaser

State of Alabama )  
County of Jefferson ) SS:

On this 18<sup>th</sup> day of October, before a notary public in and for the said county, personally appeared Christina L Honaker, 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: 10/5/21

  
Notary Public



Escrow File No : PEL1600173

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**EXHIBIT "A"**

**Lot 48, according to the Survey of Old Mill Trace, as recorded in Map Book 7, Page 99, A & B, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/19/2018 08:29:49 AM  
\$22.00 CHERRY  
20181019000370890

*Allen S. Bayl*