


PREPARED BY: Tracy Jefferson  
REGIONS BANK D/B/A REGIONS MORTGAGE  
215 FORREST STREET  
HATTIESBURG, MS 39403  
800-986-2462

RETURN TO: Tracy Jefferson  
REGIONS BANK D/B/A REGIONS MORTGAGE  
ASSUMPTION DEPARTMENT  
215 FORREST STREET  
HATTIESBURG, MS 39403

  
20190114000013420 1/4 \$26.00  
Shelby Cnty Judge of Probate, AL  
01/14/2019 09:34:56 AM FILED/CERT

## ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

THIS ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this 10th day of December, 2018 between Christopher G Cook, a married man (the "Seller", whether one or more), Gloria E Cook, Married Woman (the "Assumptor"), and Regions Bank dba Regions Mortgage ("Regions").

### Recitals

On July 31st, 2014, the Seller obtained a loan from Regions (or its predecessor) in the sum of \$120,000.00, (as such loan may have been renewed, extended, amended or modified, herein called the "Loan"). The Loan is evidenced by that certain note of even date with the Loan in the original principal amount of the loan, as such note may have been renewed, extended, amended or modified (the "Note"). The Note is secured by a mortgage, deed of trust, deed to secure debt, security deed, pledge agreement, security agreement and/or other similar security instruments or agreements of even date with the Note (the "Security Instrument", whether one or more). Said Security Instrument was recorded in Document/Instrument Number 20150106000006040, Book/Liber N/A at Page/Folio N/A of the Official Records of the County Recorder's or Clerk's Office of Shelby County/Parish, State of Alabama.

Regions is the holder of the Note and the Security Instrument. The Seller is the present, primary obligor under the Note. The Seller has assigned, transferred, conveyed and/or sold to the Assumptor all or part of the property that is subject to the Security Instrument. The Assumptor and the Seller have requested that the Assumptor be allowed to assume the obligations of the Seller under the Note. Regions is willing to allow such an assumption upon the terms and conditions hereinafter set forth. The property is located at: 955 MCALLISTER DR, CALERA, AL 35040-5481 and the real property is described as follows:

See "Exhibit A" attached hereto and made a part hereof for all purposes.

### Agreement

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, the Assumptor and Regions hereby agree as follows:

1. The outstanding principal balance under the Note is currently \$109,374.12. The Assumptor hereby expressly assumes all of the obligations of the Seller to Regions under the Note and the Security Instrument and agrees to be bound by all of the terms and conditions of the Note. The Assumptor hereby agrees to pay the Note, as and when the same becomes due and payable, and further agrees to keep, fully perform, carry out and abide by the terms and provisions of the Security Instrument. The Assumptor hereby expressly agrees that the Security Instrument shall continue in full force and effect as security for the Note.



2. Regions hereby consents to the assumption by the Assumptor of the rights, duties, and obligations of the Seller under the Note and hereby releases the Seller from any further obligations under the Note and Security Instrument.

3. It is expressly understood, acknowledged and agreed that the execution and delivery of this Agreement shall not constitute or be construed as a novation, it being the express intention of the parties hereto that this transaction shall constitute a true assumption of the Loan by the Assumptor. All terms and conditions of the Note and Security Instrument shall continue in full force and effect in accordance with their terms.

4. All provisions contained herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Seller, the Assumptor and Regions. Wherever appropriate herein, the singular number shall include the plural, the plural the singular, and the use of the gender shall include all genders.

WITNESS the hand(s) of the undersigned as of date first written above.

Gloria E Cook

ASSUMPTOR Gloria E Cook

ASSUMPTOR

ASSUMPTOR

Christopher G Cook

SELLER Christopher G Cook

ASSUMPTOR

SELLER

SELLER

SELLER

WITNESSES: By: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

REGIONS BANK dba REGIONS MORTGAGE

By: Donna Burch 12/26/18

Print: Donna Burch

Its: Assistant VP

20190114000013420 2/4 \$26.00  
Shelby Cnty Judge of Probate, AL  
01/14/2019 09:34:56 AM FILED/CERT

-----See next page for Notary Acknowledgements-----



# BORROWER ACKNOWLEDGMENT

State of **Alabama**

County of Jefferson

I, Frances H. Hayes, a Notary Public, hereby certify that Gloria E Cook whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21<sup>st</sup> day of December 2018



Frances H Hayes  
Notary Public

My commission expires 5-3-2021

# SELLER ACKNOWLEDGMENT

State of **Alabama**

County of Jefferson

I, Frances H. Hayes, a Notary Public, hereby certify that Christopher G Cook whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21<sup>st</sup> day of December 2018



Frances H Hayes  
Notary Public

My commission expires 5-3-2021

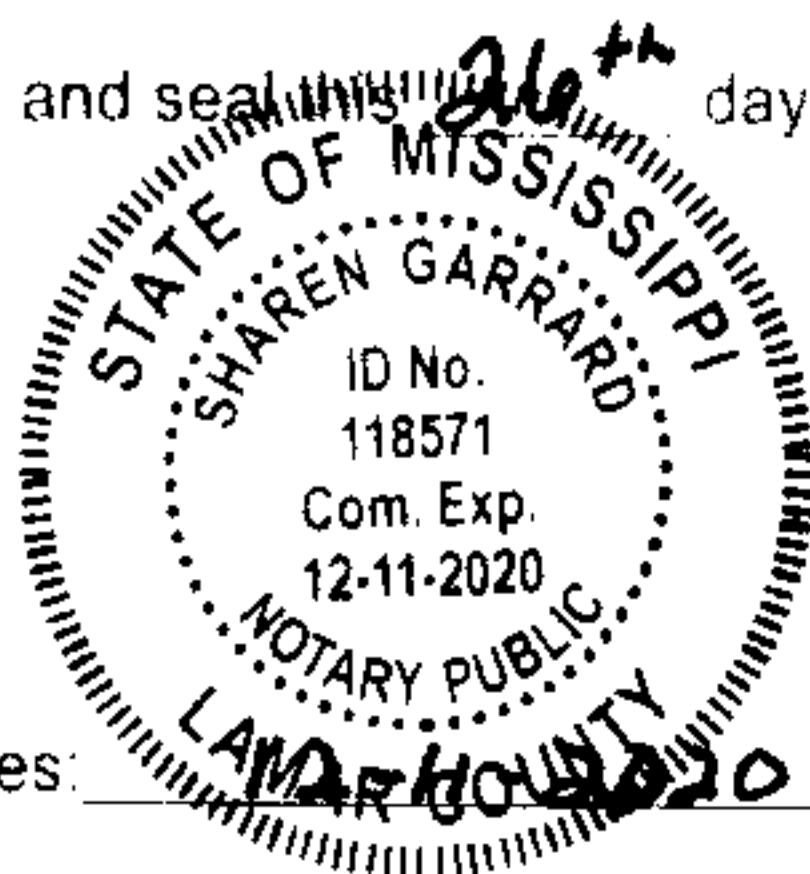
# LENDER CORPORATE ACKNOWLEDGMENT

State of **Mississippi**

County of **Forrest**

I, a Notary Public in and for said County in said State, hereby certify that Donna Burch, whose name as Assistant VP of Regions Bank d/b/a Regions Mortgage, 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, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 26<sup>th</sup> day of December 2018




Sharen Garrard  
Notary Public  
**Sharen Garrard**  
(Printed Name)

My commission expires: 12-11-2020



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

**LOT 243, ACCORDING TO THE SURVEY OF A RESURVEY OF LOTS 240 AND 243, SAVANNAH POINTE,  
SECTOR II, PHASE 1, AS RECORDED IN MAP BOOK 26, PAGE 128, IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA.**

  
20190114000013420 4/4 \$26.00  
Shelby Cnty Judge of Probate, AL  
01/14/2019 09:34:56 AM FILED/CERT

