

**ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY**

24920309

This Assumption Agreement (The "Agreement") is made this 26 day of Feb, 2019 by and between Jenny R Hickey (the "Buyers") and Wells Fargo Bank, N.A., (the "Lender") and Jenny R Hickey, Matthew Hickey (the "Sellers") to be effective 26 day of Feb, 2019, or the date document is recorded, whichever is applicable.

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by Jenny R Hickey, Matthew Hickey and dated the 31st day of March, 2009, in the original principal amount of one hundred eight thousand seven hundred eighty-three dollars and zero cents Dollars (\$108,783.00).

Modified: January 31, 2013

The Note is secured by a first Security Instrument executed by the Sellers and dated March 31, 2009, on certain real property located in Shelby County, Alabama, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: See Attached

which Security Instrument was duly recorded/filed on April 08, 2009, in the office of the County Recorder in and for Shelby County, Alabama as Instrument #20090408000130520.

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Buyers all right, title and interest in the above described property.

The Security Instrument provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by Note and to be bound by the obligations of the Security Instrument, as amended by this Agreement.

Upon such assumption the lender is willing to release the Sellers from all personal liability arising under the Note and Security Instrument.

In consideration of their mutual promises the Buyers and the Lender hereby agree as follows:

1. The Buyers hereby assume and promise to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Security Instrument at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note otherwise secured by the Security Instrument.
2. The Buyers agree and acknowledge that the Note, Security Instrument and all other loan documents are valid and enforceable in accordance with their terms and there are no offsets, defenses, or counterclaims available with regard to the enforcement and validity of these documents.
3. The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Security Instrument.
4. This agreement shall not waive Lender's rights with respect to giving its approval of any subsequent assumptions of the obligation evidenced by the Note and secured by the Security Instrument.
5. On or before the Effective Date, Buyer/Seller shall pay to Lender a fee for in an amount indicated in the disclosure or other documents provided to Buyer/Seller by Lender in connection with the Assumption.
6. Save as provided in the Agreement, the terms and provisions of said Note and Security Instrument remain unchanged.
7. The Buyers hereby acknowledge receipt of a copy of the Note and Security Instrument.

In witness whereof, Buyers and Sellers have executed this Agreement.

Sellers

Jenny R. Hickey
Ronald Matthew Hickey

 N/A

 N/A

Buyers

Jenny R. Hickey

 N/A

 N/A

 N/A

STATE OF ALABAMA }
COUNTY OF SHELBY } S. S.

On 03/02/19 before me, Frances W. Gable personally appeared Jenny R. Hickey personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Frances W. Gable

My Commission Expires: April 29, 2019

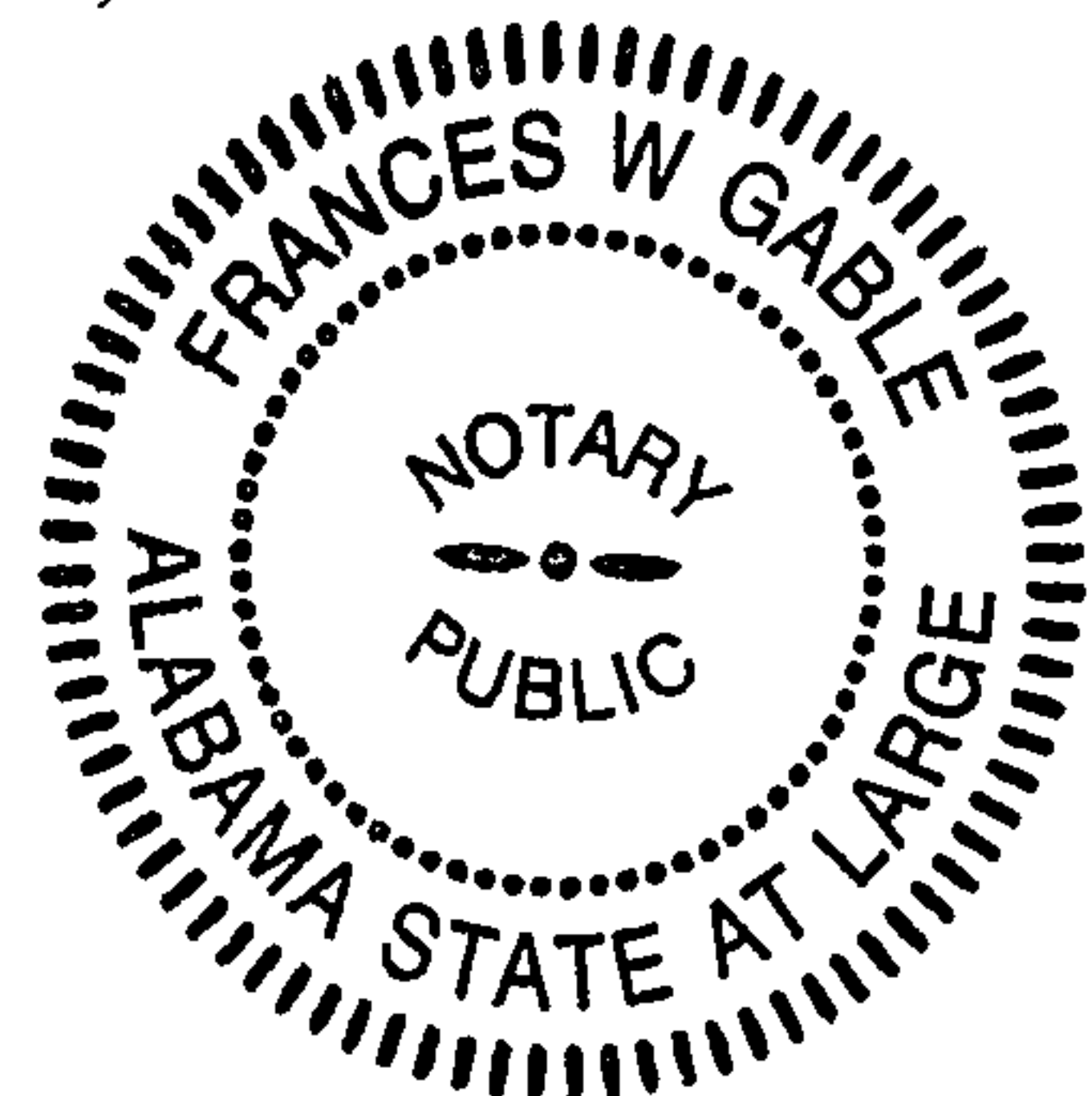
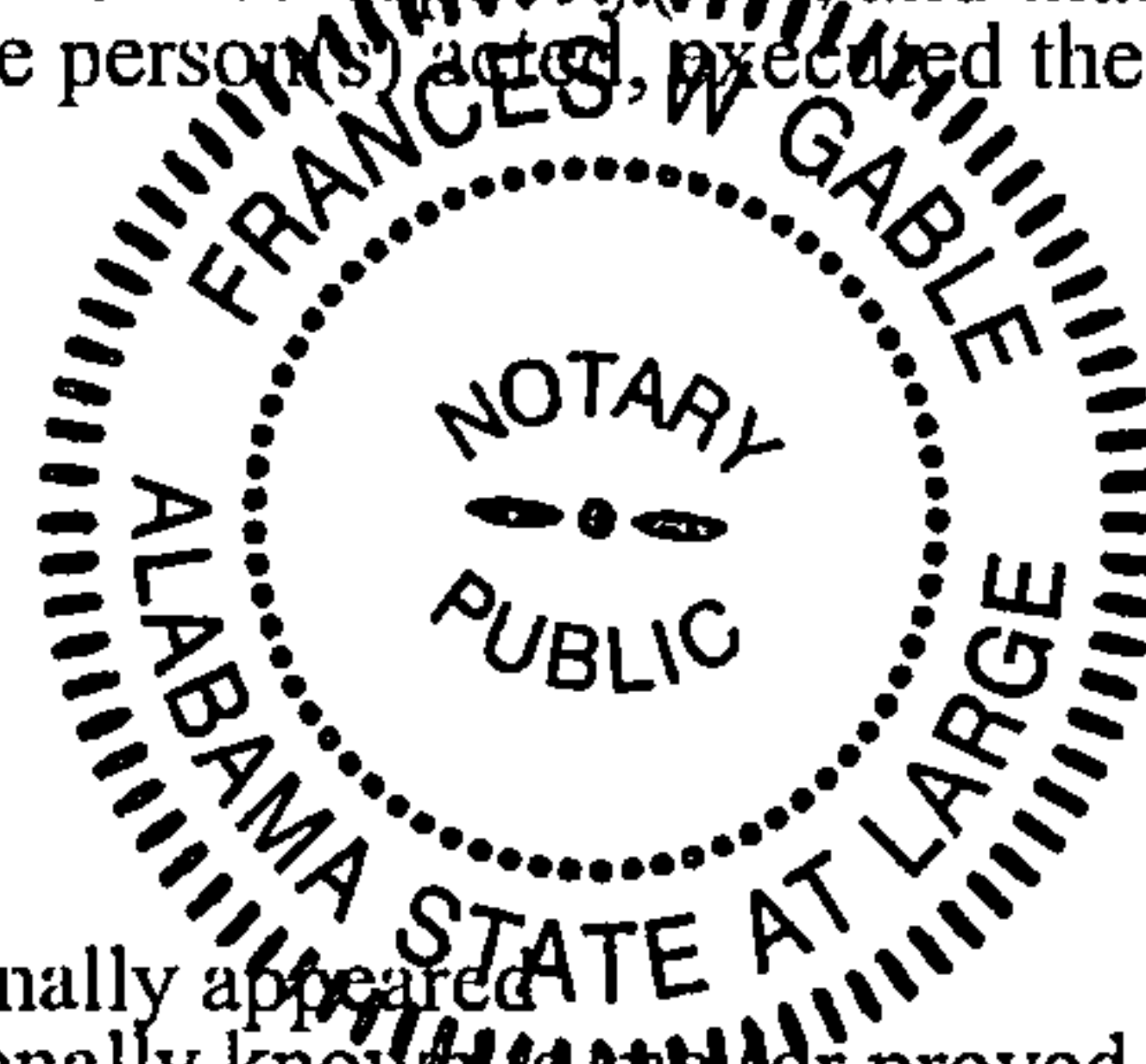
STATE OF ALABAMA }
COUNTY OF SHELBY } S. S.

On 03/02/19 before me, Frances W. Gable personally appeared Ronald Matthew Hickey personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of the person(s) acted, executed the instrument

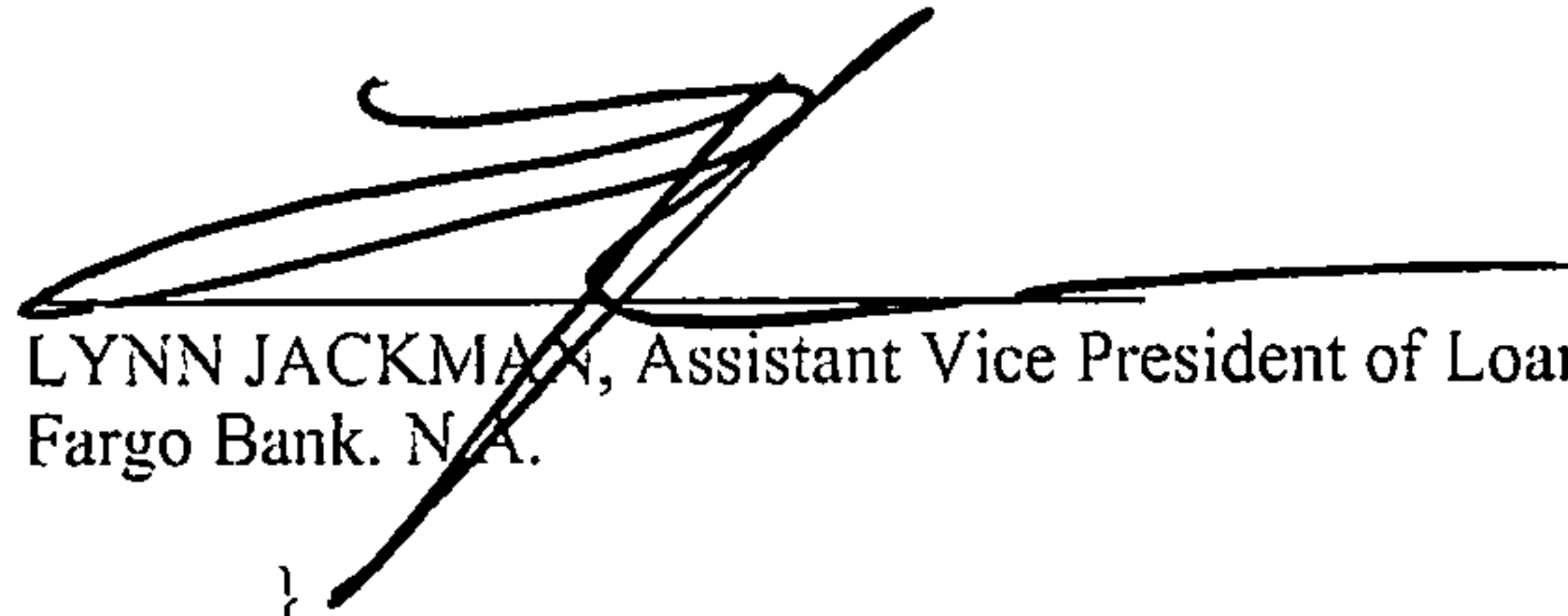
WITNESS my hand and official seal.

Signature: Frances W. Gable

My Commission Expires: April 29, 2019



WELLS FARGO BANK N.A.



LYNN JACKMAN, Assistant Vice President of Loan Documentation, Wells Fargo Bank, N.A.

STATE OF MINNESOTA

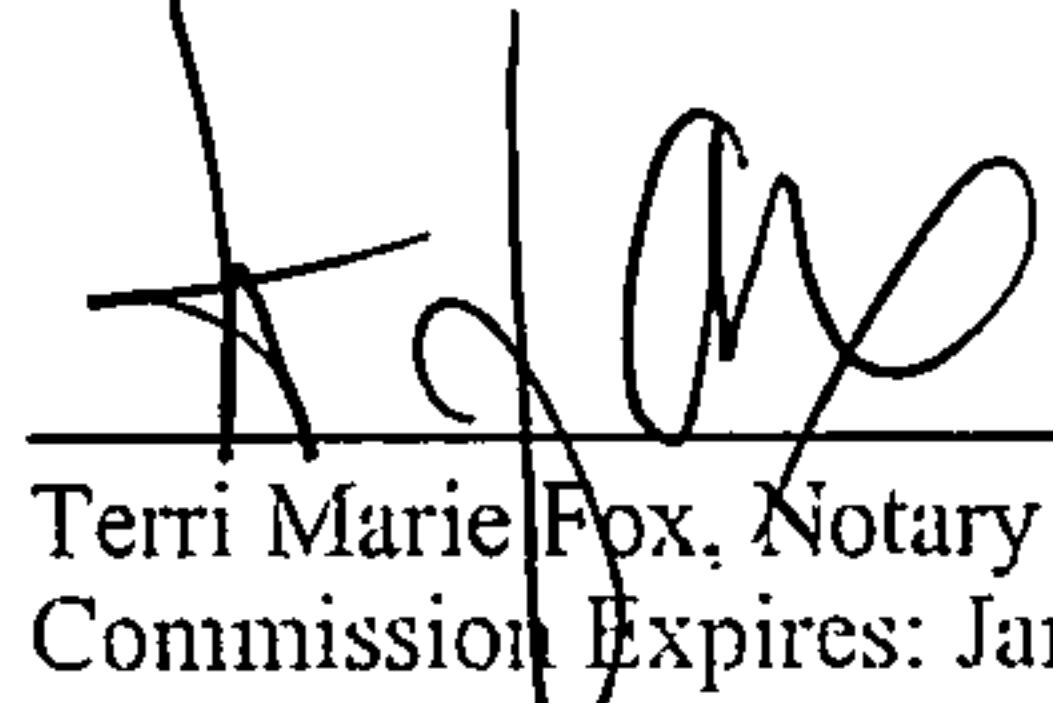
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}

COUNTY OF HENNEPIN

26th + f

On this ~~25th~~ of February, 2019, before me, a Notary Public, in and for said County and State, personally appeared LYNN JACKMAN to me personally known, who being by me duly sworn did say that he/she is the Assistant Vice President of Loan Documentation respectively of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and the said LYNN JACKMAN acknowledged said instrument to be the free act and deed of said corporation.




Terri Marie Fox, Notary Public
Commission Expires: January 31, 2024

This instrument was drafted by: LYNN M White
Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.
2701 Wells Fargo Way, Minneapolis, MN 55408
MACN9408-053

EXHIBIT "A"

Legal Description

LOT 7, BLOCK 4, ACCORDING TO RESURVEY OF BLOCK 4, RESURVEY OF BRECKENRIDGE PARK AS RECORDED IN MAP BOOK 9, PAGE 150, SHELBY COUNTY, ALABAMA RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/04/2019 03:34:45 PM
\$25.00 CHERRY
20190304000068590

Allie S. Bayl