

The assumed amount is \$165,889.00

**ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY**

WFRASIM 20283700

This Assumption Agreement (The "Agreement") is made this 17th day of November, 2020, by and between LATOSHA SYKES-BENNETT, Married (the "Borrowers") and Wells Fargo Bank N.A. (the "Lender"), and LEMOYNE R BENNETT SR (the "Sellers") to be effective 21st day of November, 2020, or the date document is recorded, whichever is applicable.

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by LaTosha Sykes-Bennett and LeMoyne R Bennett SR and dated the 30th day of June, 2015, in the original principal amount of One Hundred Sixty-Five Thousand Eight Hundred Eighty-Nine And 00/100 Dollars (\$165,889.00).

The Note is secured by a First Lien Security Instrument executed by the Sellers and dated the 30th day of June, 2015, on certain real property located in SHELBY County, Alabama, (the "Security Instrument") legally described as follows:

LEGAL DESCRIPTION: See Attached Exhibit A

which Security Instrument was duly recorded/filed on July 6, 2015, in the office of the County Recorder in and for SHELBY County, Alabama as Instrument Number 20150706000224720.

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Borrowers 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.

Latosha Sykes-Bennett 11/21/2020.

- BORROWER - LATOSHA SYKES-BENNETT - DATE -

Lemoine R Bennett Sr 11/21/20

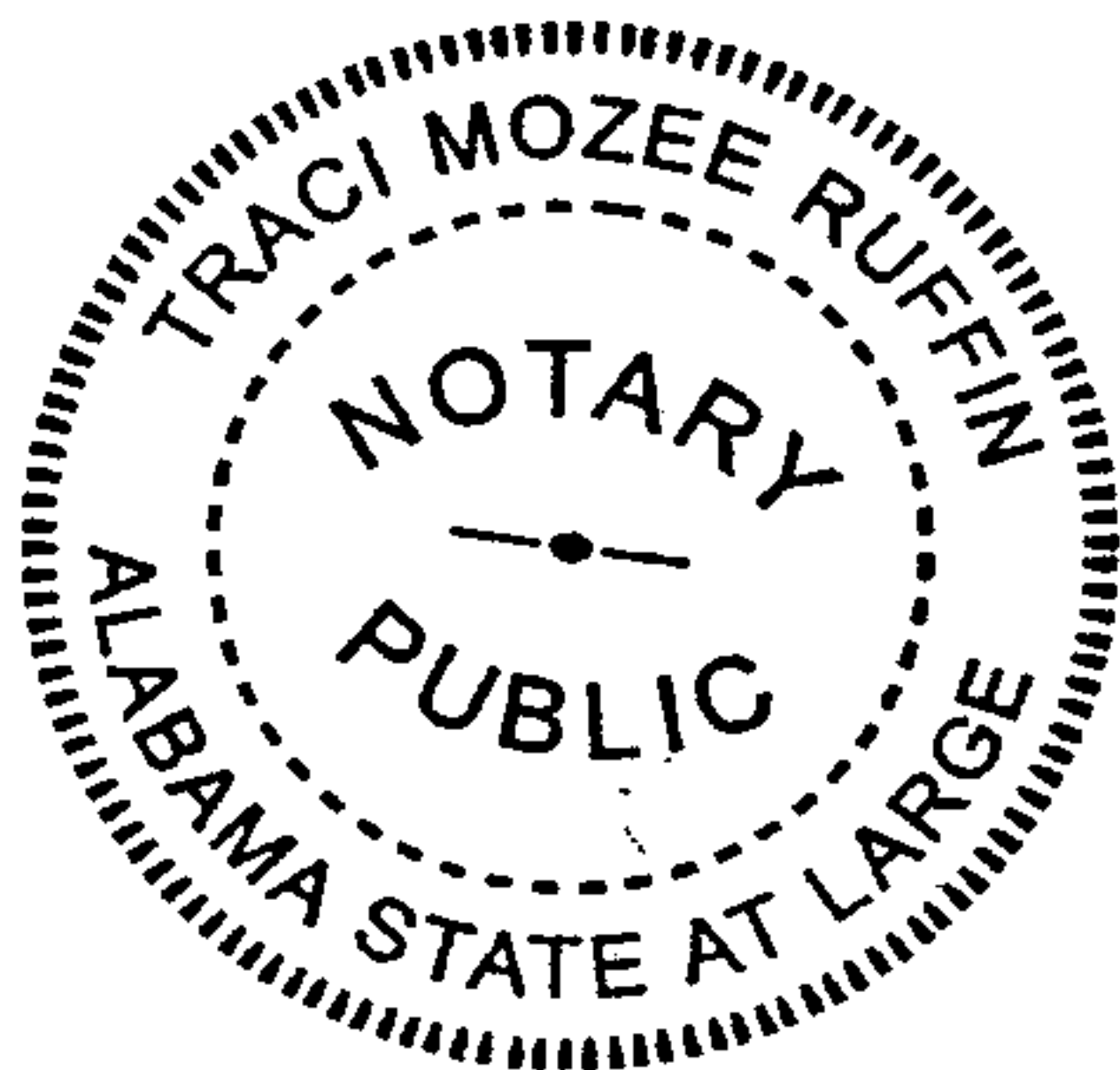
- SELLER - LEMOYNE R BENNETT SR - DATE -

STATE OF Alabama

COUNTY OF Shelby

I, Traci Mozee Ruffin (name and style of officer), hereby certify that Latosha Sykes-Bennett, Lemoine Bennett whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 this 21st day of November 2020.



Traci Mozee Ruffin
Notary Public

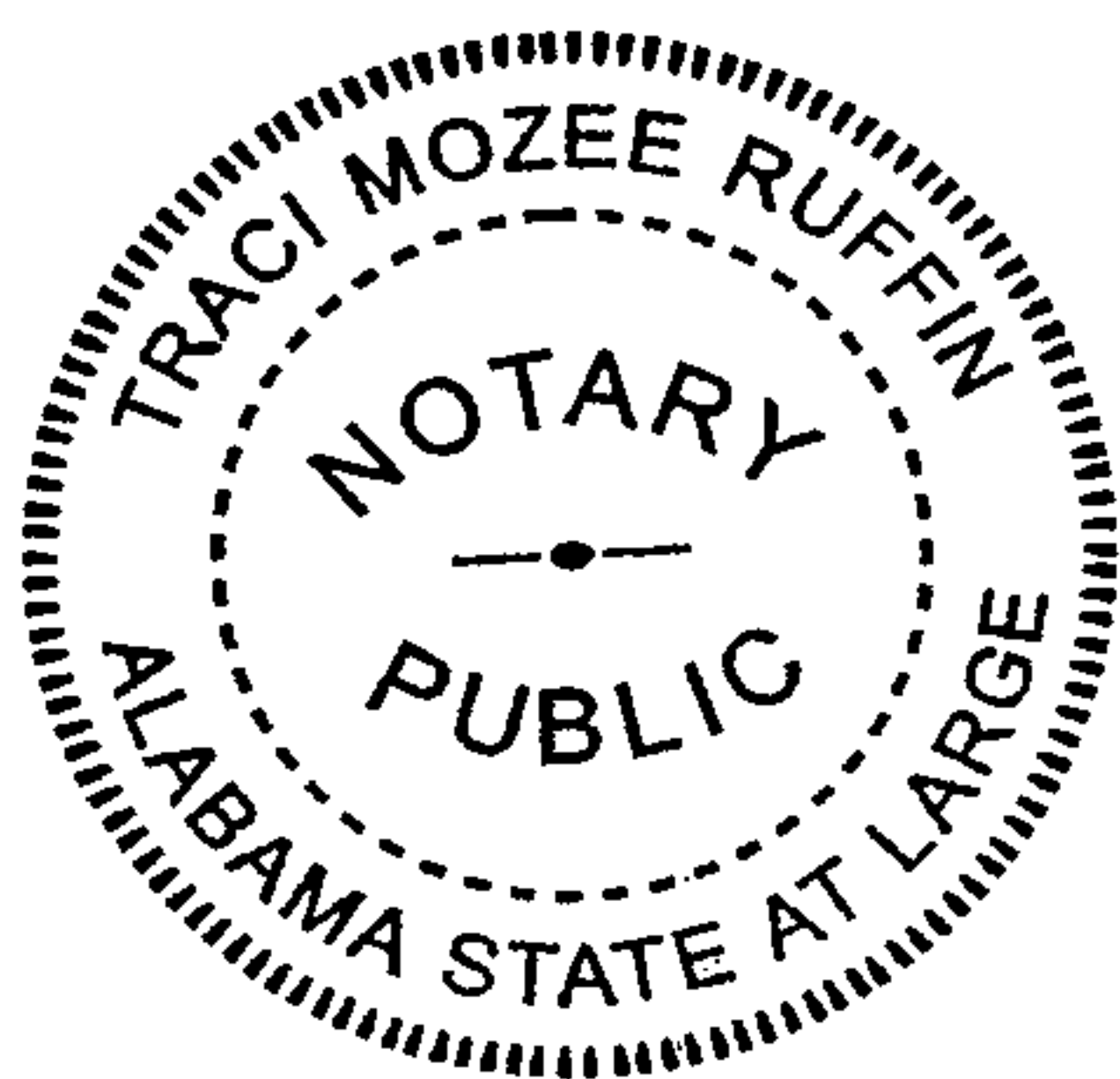
My Commission Expires: May 4, 2024

STATE OF Alabama

COUNTY OF Shelby

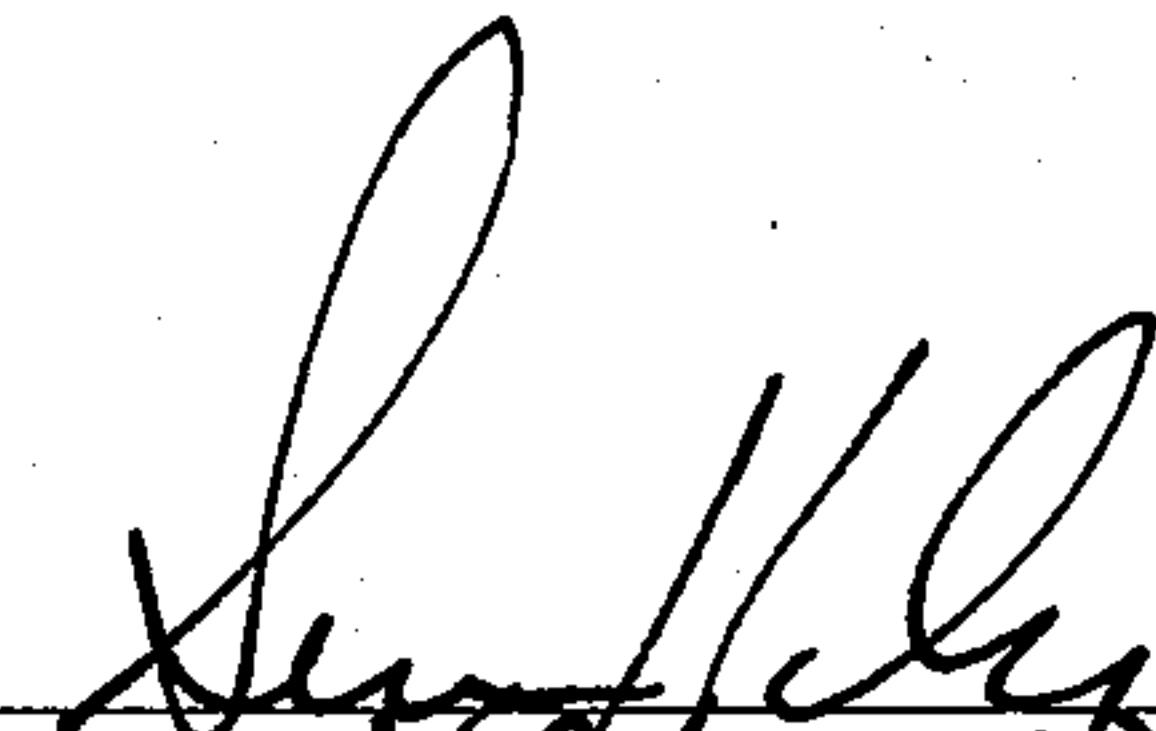
I, Traci Mozee Ruffin (name and style of officer), hereby certify that Latesha Sykes-Bennett, Lemayne Bennett whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 21st day of November 2020.



Traci Mozee Ruffin
Notary Public

My Commission Expires: May 4, 2024

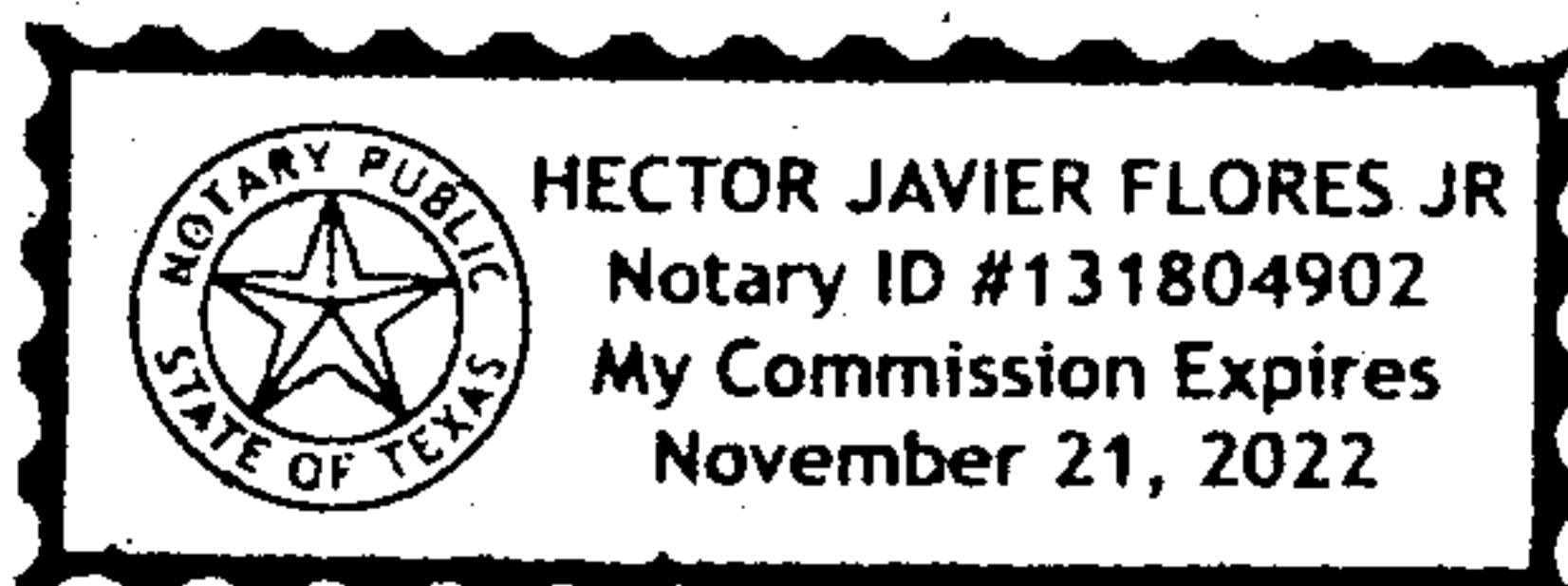

Title: VP Loan Documentation
Wells Fargo Bank, N.A. SEAN HATLEY

Witness

Witness

STATE OF TEXAS }
COUNTY OF BEXAR } S.S.

On this 11/18/2020, before me, a Notary Public, in and for said County and State, personally appeared SEAN HATLEY to me personally known, who being by me duly sworn did say that he/she is the VP of Loan Documentation respectively of the corporation named in the foregoing instrument, and 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 SEAN HATLEY acknowledged said instrument to be the free act and deed of said corporation.





Notary Public

11/21/2022

My Commission Expires

This instrument was drafted by:
Kerisha Rodney

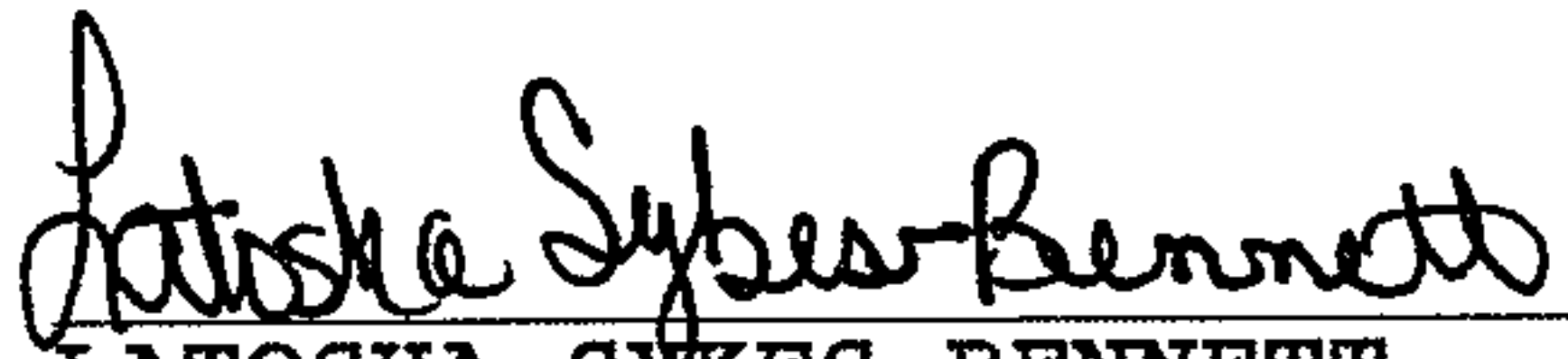
Wells Fargo Home Mortgage
Attn: Assumptions Post Closing
MAC N9408-03E
2710 5th Ave S
Minneapolis, MN 55408

Non-Borrower Addendum to the Assumption Agreement

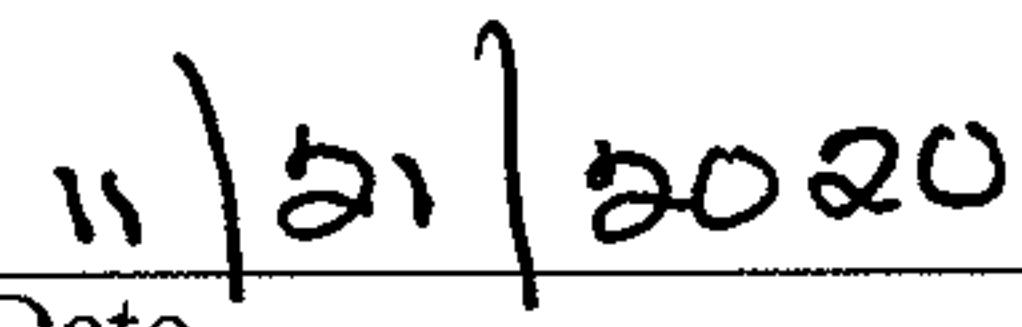
By signing below, I, **LATOSHA SYKES-BENNETT**, acknowledge the following:

- Any right, title, or interest I may have in the property listed in the Assumption Agreement is subject and inferior to the deed of trust or mortgage for the property being assumed by **LATOSHA SYKES-BENNETT**.
- I am not obligated on the note, mortgage, or deed of trust for the property being assumed by **LATOSHA SYKES-BENNETT**.

Non-Borrower Signature



LATOSHA SYKES-BENNETT



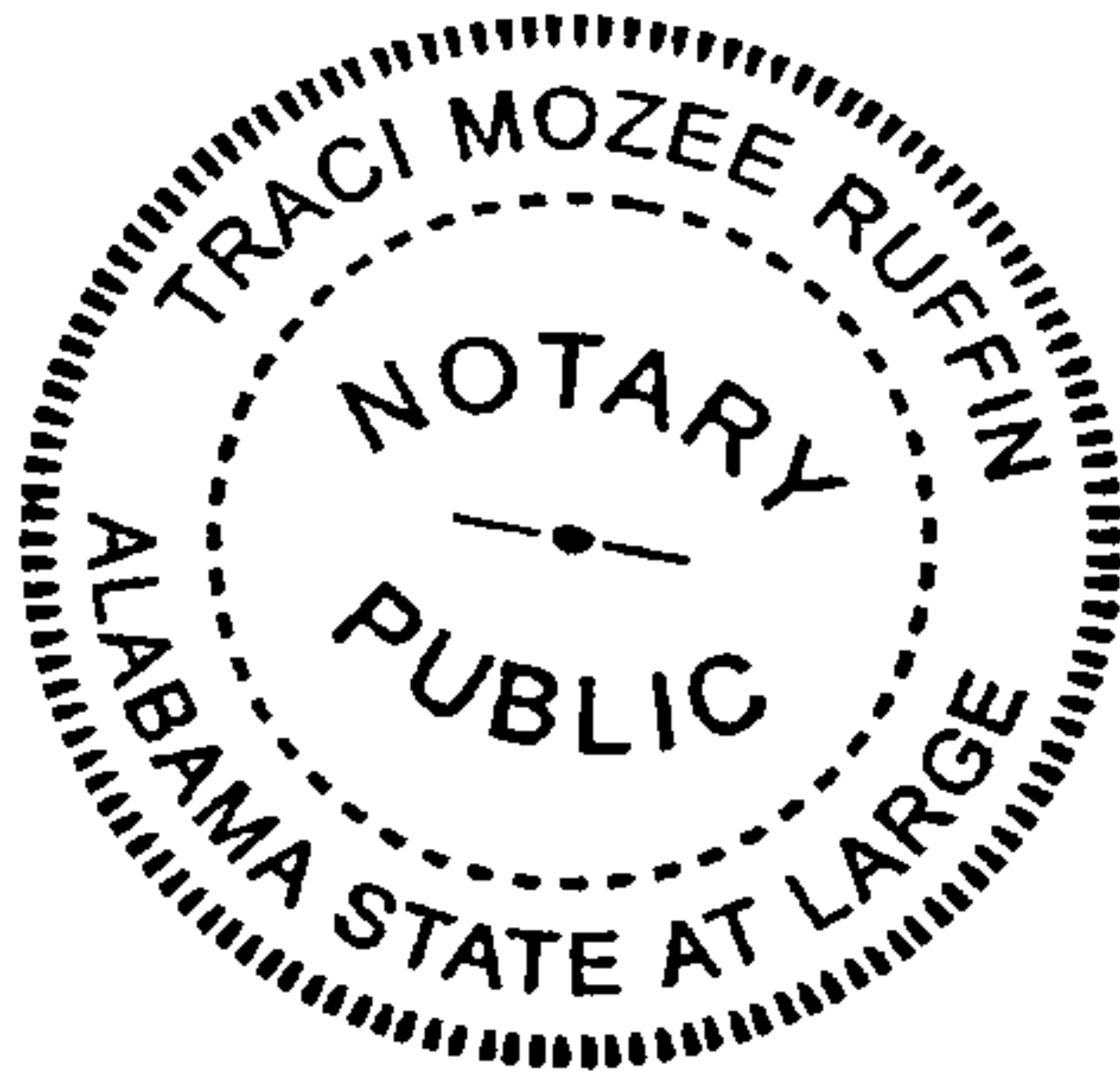
Date

STATE OF Alabama

COUNTY OF Shelby

I, Traci Mozee Ruffin (name and style of officer), hereby certify that **LATOSHA SYKES-BENNETT**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 this 21st day of November 2020.



Traci Mozee Ruffin
Notary Public

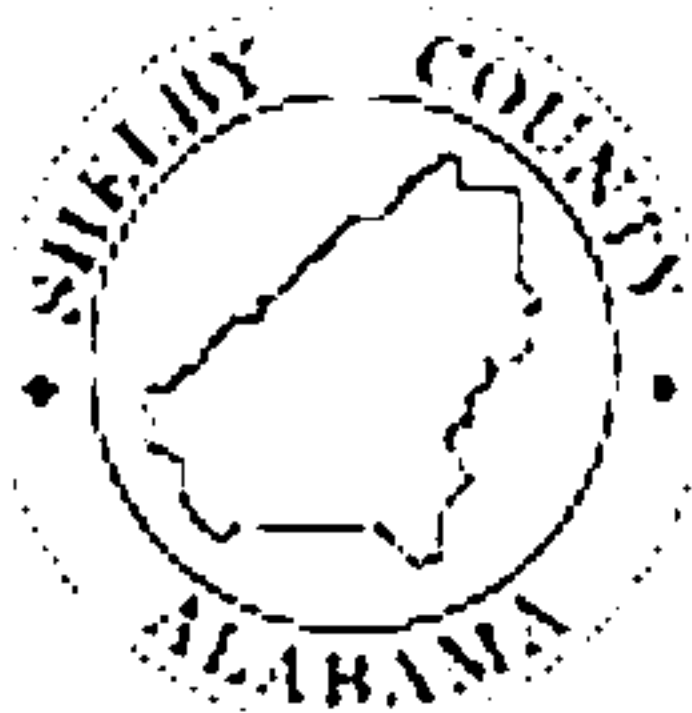
My Commission Expires: May 4, 2024

EXHIBIT "A"

The following described real estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 30, according to the survey of Crosscreek Cove, as recorded in Map Book 32, Page 72, in the Probate Office of Shelby County, Alabama.

Being the same property conveyed to LeMoyne Bennett and Latosha Sykes-Bennett, husband and wife, for and during their joint lives and upon the death of either to survivor of them in fee simple, by Special Warranty Deed from Fannie Mae a/k/a Federal National Mortgage Association, dated June 30, 2015, recorded on July 6, 2015 as Instrument No. 20150706000224710



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/21/2021 01:17:37 PM
\$44.00 CHERRY
20210121000034010

Alli S. Bevil