Prepared by:
Quicken Loans Inc.
1050 Woodward Ave.
Detroit, MI 48226
David O'Brien

Recording Requested By and Return To: FIRST AMERICAN TITLE CO.

3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Parcel ID Number: 23 6

Loan No: 3347311420

ASSUMPTION AGREEMENT

This agreement is made on 6-17-2021, between Quicken Loans, LLC, F/K/A Quicken Loans, Inc., 1050 Woodward Ave., Detroit, Michigan 48226 ("Mortgagee") and Annette Patton, an unmarried woman ("Assuming Mortgagor") and provides as follows:

Roy Patton ("Original Mortgagor") is indebted to Mortgagee under a Note dated September 3, 2015, in the principal amount of \$147,000.00 and secured by a Mortgage on 1501 Mitch Lane, Alabaster, AL 35007 recorded October 6, 2015, in Instrument No., 20151006000350190 of the Official Records of the County Recorder's Office of Shelby County, AL and which Security Instrument covered the premises described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

The Original Mortgagor has conveyed ownership interest of all the real property as described in the Mortgage Note to Assuming Mortgagor, and Assuming Mortgagor has requested Mortgagee to enter into this agreement.

In consideration of the execution of this agreement by Mortgagee, Assuming Mortgagor is willing to assume the payment of the entire remaining Mortgage indebtedness owing from Original Mortgagor to Mortgagee, the Original Mortgagor having conveyed entire ownership interest to the Assuming Mortgagor.

Mortgagee hereby consents to add the Assuming Mortgagor to the mortgage loan account and assign the obligations as described in the Mortgage Note. By executing this Agreement, Original Mortgagor and Assuming Mortgagor are responsible for all obligations in the Mortgage Note subject to the terms and conditions set forth in this Agreement. Mortgagee's consent to add Assuming Mortgagor is not intended to be a release of liability and shall not be construed as a consent to any subsequent addition or transfer beyond this Agreement.

Original Mortgagor and Assuming Mortgagor represent to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the real property described in the Mortgage stated above held by Mortgagee, and that the lien of the Mortgage held by Mortgagee is a valid, first, and subsisting lien on the real property.

Now therefore, in consideration of the mutual agreements contained here and, on the condition, that the lien

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of the Mortgage stated above held by Mortgagee is a valid, first, and subsisting lien on the real property and that the execution of this agreement will not impair the lien of the Mortgage, the parties agree as follows:

- 1. Original Mortgagor and Assuming Mortgagor agree to pay installments on the Mortgage Note as they become due in the manner and amount stipulated in it. Assuming Mortgagor further adopts and agrees to be bound by all of the same covenants, agreements, obligations, and provisions of the Note pertaining to Mortgagee, as though the Note had been originally executed by Assuming Mortgagor, except for any reduction of principal and interest due on it to the payments made by Original Mortgagor prior to the execution of this agreement.
- 2. There are no offsets or defense to the Mortgage or to the amount of the debt as set forth herein.
- 3. Except as established by this Agreement, all the provisions of the Mortgage are and shall remain in full force and effect and shall be performed by all parties as if these agreements had been originally executed by Assuming Mortgagor.
- 4. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.
- 5. Nothing set forth herein shall release or change the liability of any other principals, signors, or parties, who may have been, now are or after the date of this Agreement become liable, primarily or secondarily, under a Guaranty or other loan document not included in this Agreement.

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Loan No: 3347311420 (Seal) Annette Patton [Space Below This Line for Acknowledgments] BORROWER A@KNOWLEDGMENT STATE OF **COUNTY OF** , a Notary Public, personally appeared , 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 which the person(s) acted, executed this instrument. Witness my hand and seal: (Seal) Printed Name: Aucha My commission expires: **AUDRA L TAYLOR Notary Public** Alabama State at Large

In witness, the parties have executed this agreement on the day and year first mentioned above.

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EXHIBIT A

BORROWER(S): ANNETTE PATTON, AN UNMARRIED WOMAN

LOAN NUMBER: 3347311420

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF ALABASTER, COUNTY OF SHELBY, STATE OF AL, and described as follows:

LOT 24, ACCORDING TO THE FINAL PLAT OF CARTER'S ADDITION TO SCOTTSDALE, AS RECORDED IN MAP BOOK 32, PAGE 130, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO KNOWN AS: 1501 MITCH LN, ALABASTER, ALABAMA 35007



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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