

STATE OF ALABAMA

COUNTY OF JEFFERSON

SHELBY

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CH
g.H.)
of

20220504000183180

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ASSUMAGR 1/5

AGREEMENT FOR ASSUMPTION OF MORTGAGE

This agreement is made among Francis H. Burder, III and Donna J. Burder ("Seller"), Carrie Humber and Geoffrey Humber ("Purchaser"), and Noble Bank & Trust ("Creditor").

Recitals

WHEREAS, the Seller has owned the property secured by a Mortgage, executed by Francis J. Border and Donna J. Burder, as the Mortgagor, and Noble Bank & Trust as the Mortgagee, and recorded in the office of the Judge of Probate in Shelby County on April 5, 2017, with Instrument Number being 20170405000005410 to secure the principle of \$197,429.54.

WHEREAS the Mortgage is security for the promissory note executed by the Seller as Maker, and payable to Noble Bank & Trust in the original principle sum of \$197,429.54("Note");

WHEREAS, the Seller sold, transferred, and conveyed to the purchasers the property secured by the Mortgage with the consent of the Creditor;

WHEREAS the Purchaser assumed the obligation represented by the promissory note on the Creditor's agreement not to exercise the option to accelerate the unpaid balance of the promissory note as a result of the transfer;

NOW, THEREFORE, the parties of the agreement, agree as follows:

Unpaid balance of the Note

1. The unpaid balance of the promissory note as of February 17, 2017, was \$197,249.54.

Release from Liability

2. The Creditor does not release the Seller from any and all liabilities on or under the promissory note and the Mortgage.

Assumption of Liability

3. The Purchaser assumes and agrees to pay the obligation represented by the promissory note. The Purchaser acknowledges that the real property described in the Mortgage shall remain subject to the Mortgage, and that nothing in this agreement shall affect the priority of the Mortgage lien over other liens and encumbrances against the real property. The Purchaser agrees to be bound by all the conditions and covenants contained in the promissory note and the Mortgage.

Future indebtedness of Purchaser

4. The Purchaser also agrees that the Mortgage shall secure all other sums that the Purchaser may borrow from the future if evidenced by another note or notes stating that they are so secured.

Consent to Transfer

5. The Creditor consents to the transfer of the real property described in the Mortgage and waives the right to accelerate the entire unpaid balance of the promissory note by reason of the transfer. It is agreed that this waiver is made solely for the benefit of the Purchaser and shall not constitute a waiver by the Creditor of any rights under the Mortgage in the event of subsequent sale by the Purchaser.

Assignment

6. For valuable consideration received, the Seller transfers and assigns to the Purchaser, any and all refunds and credits that may at any time accrue under the Mortgage.

Guaranty

7. In consideration of this Assumption of Mortgage, the personal guarantees of the Francis H. Bunder III and Donna J. Bunder dated February 5, 2017 shall be released and Carrie Humber and Geoffrey Humber shall be executed.

Governing Law

8. All questions with respect to the construction of this Agreement, and rights and liabilities of the parties of this Agreement shall be governed by the State of Alabama.

Parties Bound

9. This Agreement shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each parties to this Agreement.

Entire Agreement

10. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreement among them concerning the subject matter of this Agreement. There are no representatives, agreements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

IN WITNESS WHEREOF, each of the undersigned have hereunto set their signatures and seals or caused this instrument to be executed by its officers thereunto duly authorized this the 19th date of April, 2022.

Seller



Francis J. Burder, III

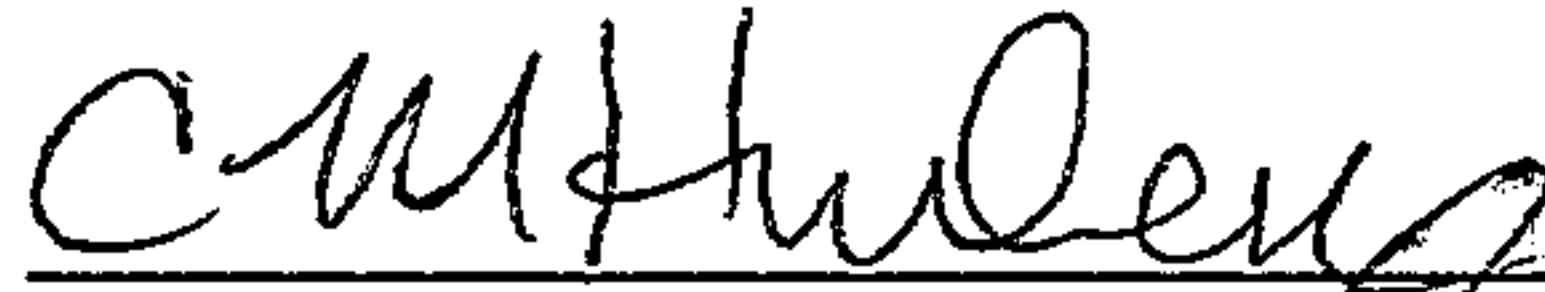


Donna J. Burder

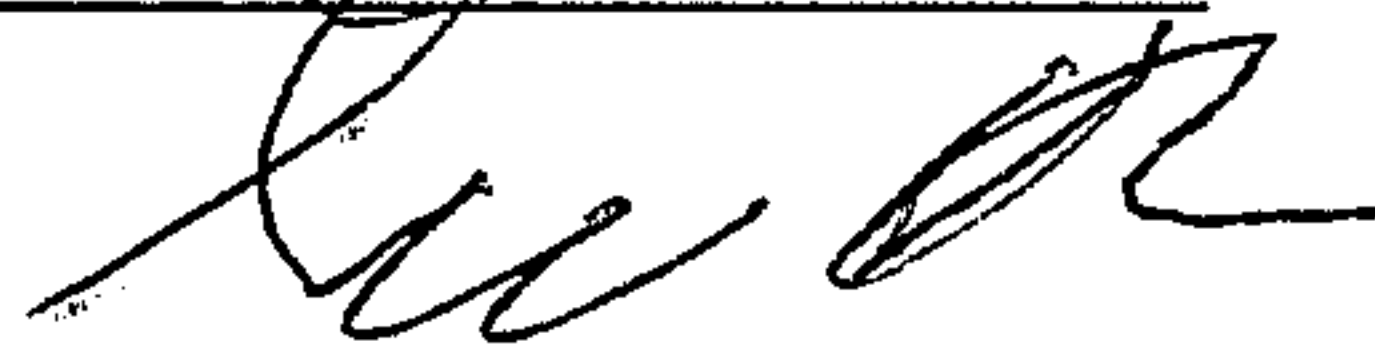
Purchaser

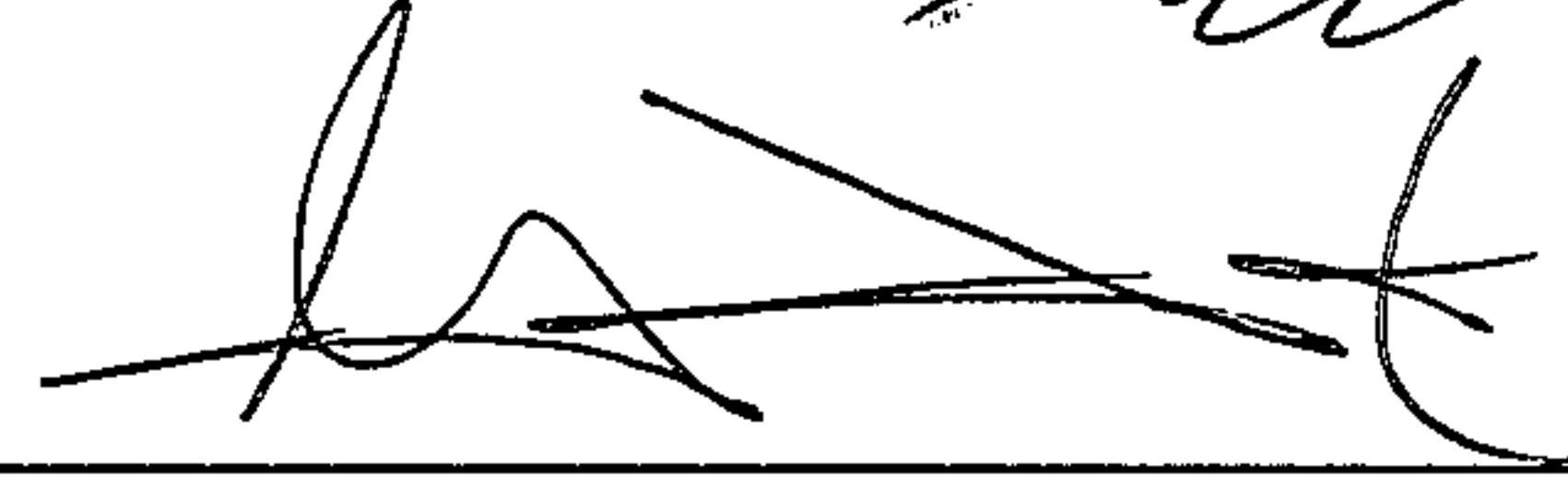


Carrie Humber



Geoffrey Humber





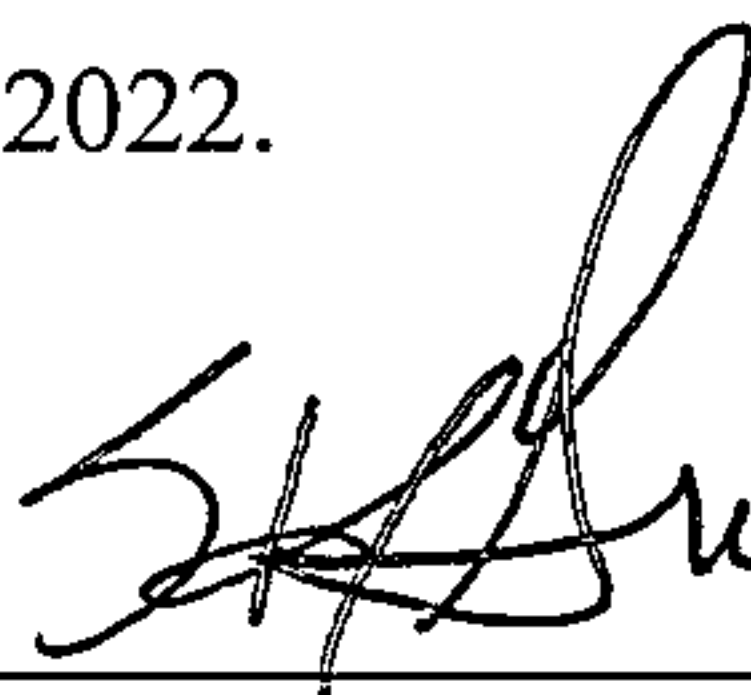
Creditor

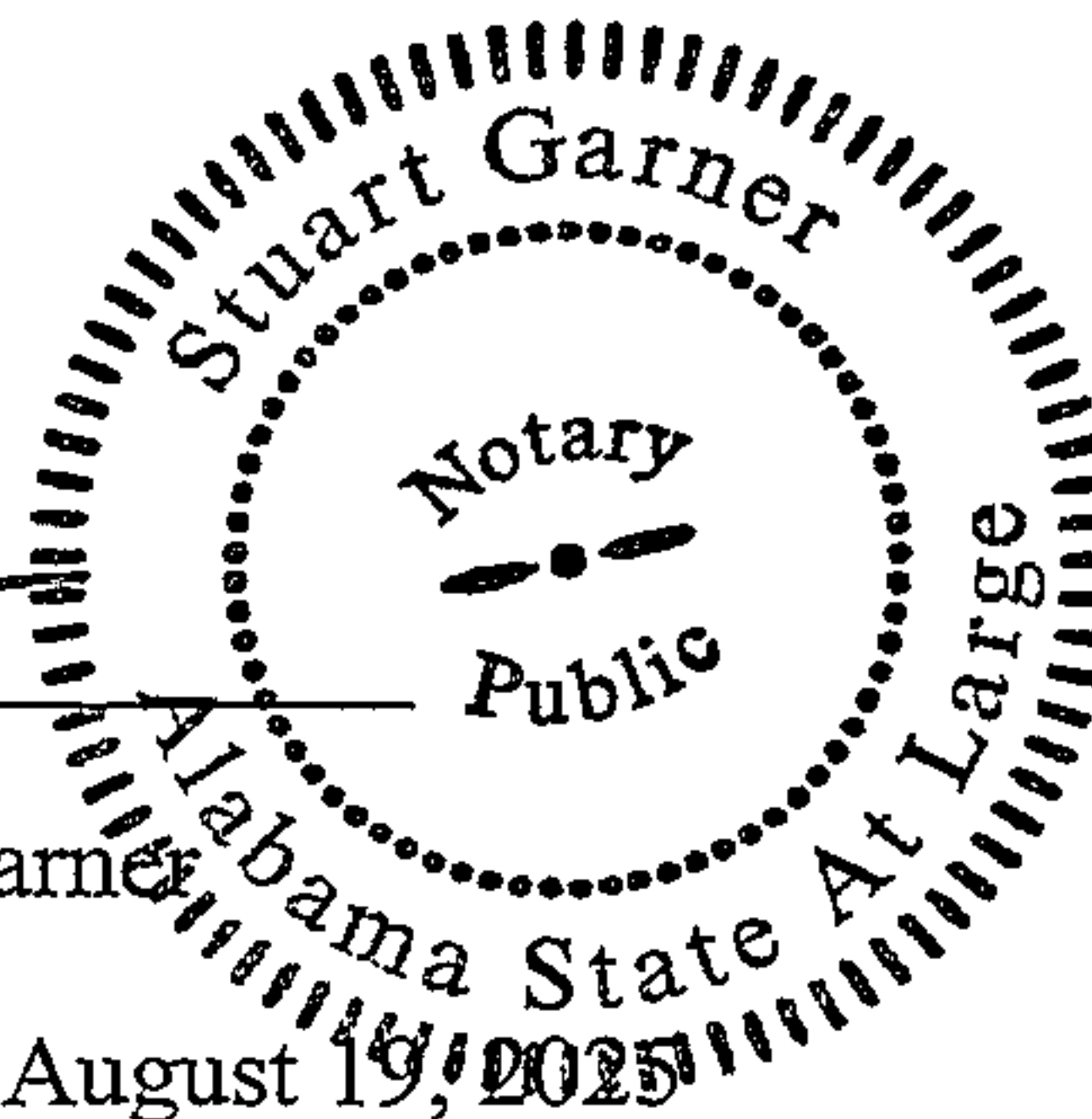
Noble Bank & Trust, Guy Hunt

COUNTY OF JEFFERSON

I, Stuart J. Garner, a Notary Public in and for said county and in said state, hereby certify that **Francis H. Burder, III and Donna J. Burder** whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this 19th day of April, 2022.


Notary Public: Stuart J. Garner
My Commission Expires: August 19, 2025

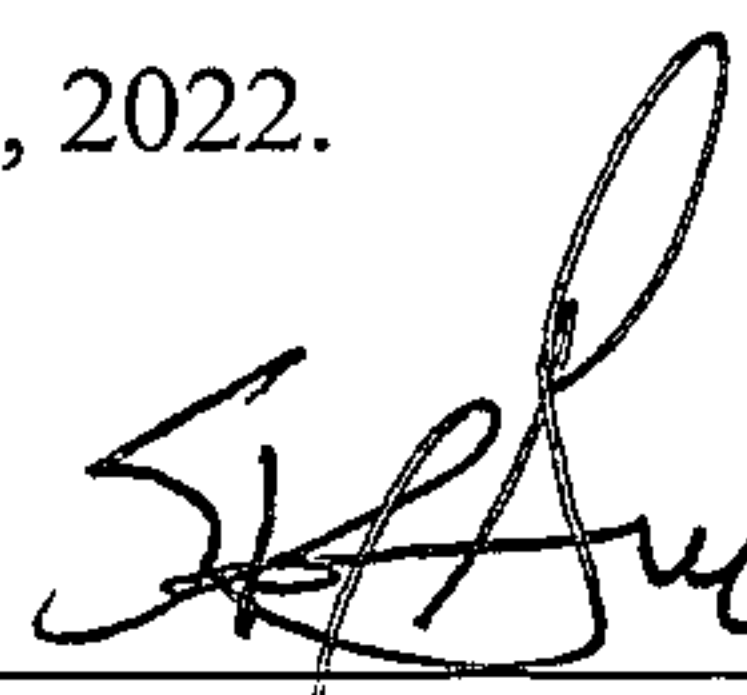


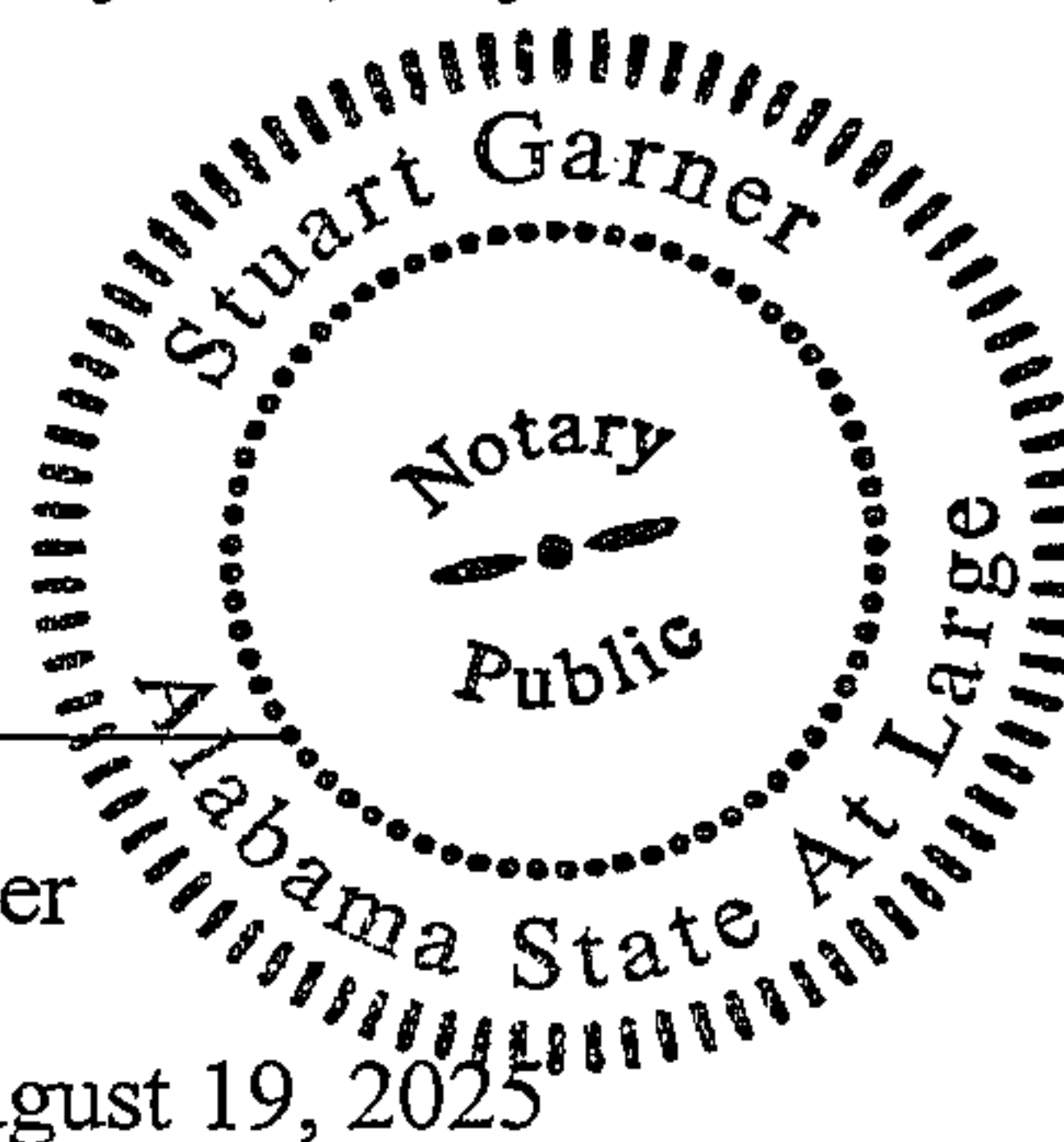
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Stuart J. Garner, a Notary Public in and for said county and in said state, hereby certify that **Carrie Humber and Geoffrey Humber** whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this 19th day of April, 2022.


Notary Public: Stuart J. Garner
My Commission Expires: August 19, 2025

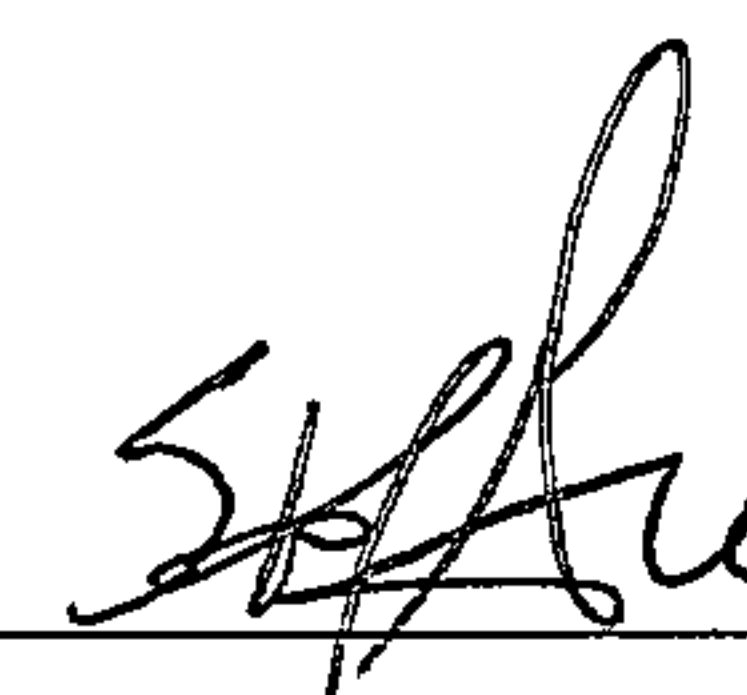


STATE OF ALABAMA

COUNTY OF JEFFERSON

On this 19th day of April, 2022, I, Stuart J. Garner, a Notary Public in and for said county and in said state, hereby certify that Guy Hunt as Manager and Authorized Representative of R. NobleBank & Trust, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, in his capacity, executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this 19th day of April, 2022.


Stuart J. Garner, Notary Public
My Commission Expires: 8/19/2025

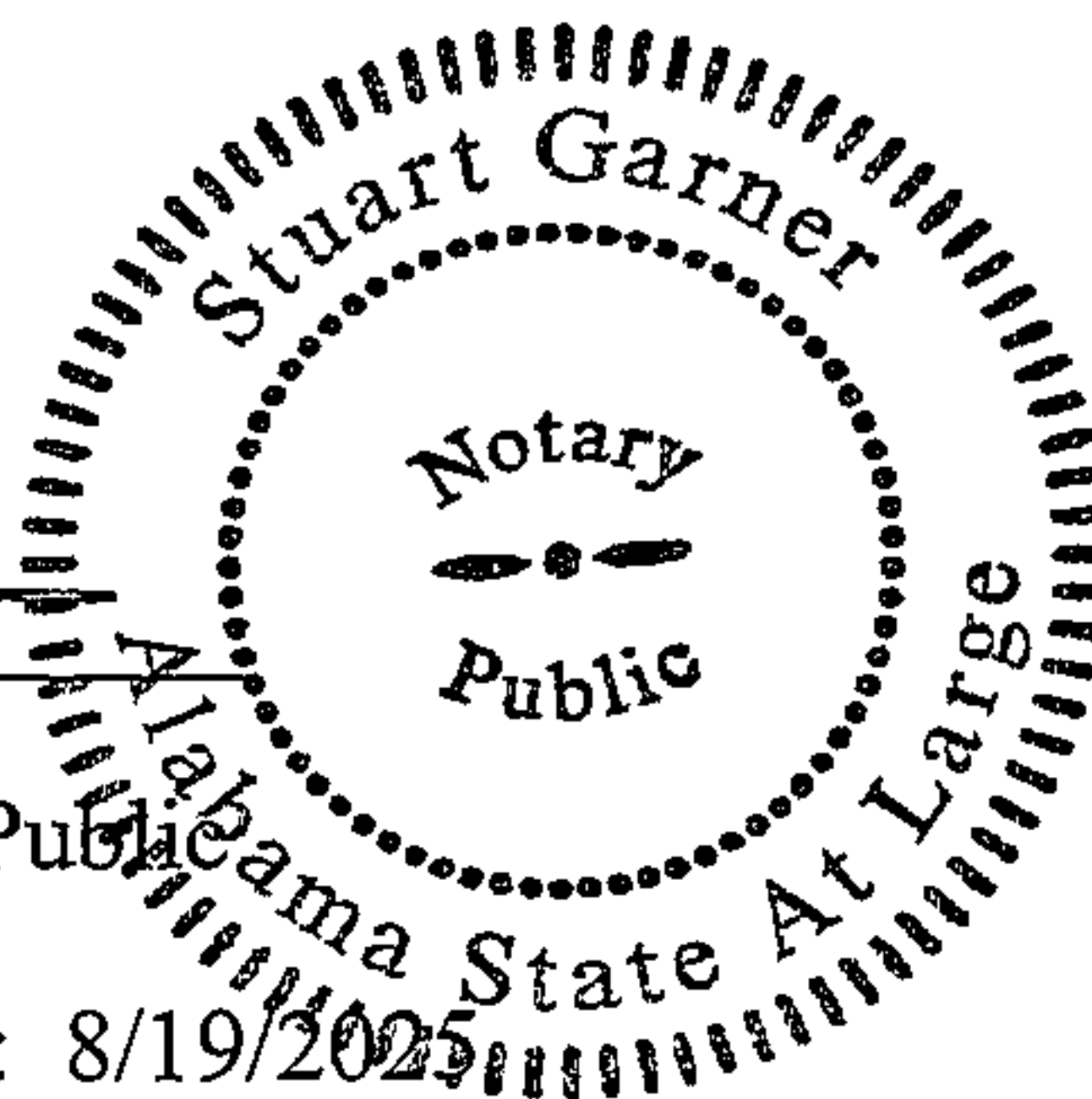
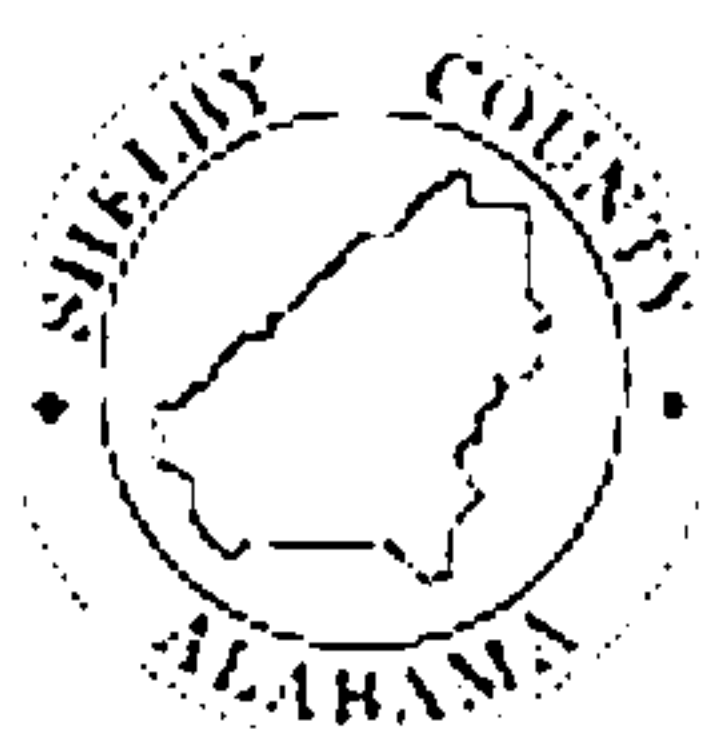


EXHIBIT "A"

LOT 5, ACCORDING TO THE MAP OF THE BURDER FAMILY SUBDIVISION, AS RECORDED IN MAP BOOK 41, PAGE 34, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/04/2022 02:23:22 PM
\$41.00 JOANN
20220504000183180

Allie S. Beryl