

Recording Requested By and Return To: CARRINGTON MORTGAGE SERVICES, LLC ATTENTION: RECORDS MANAGEMENT 1600 SOUTH DOUGLAS ROAD, SUITE 400 ANAHEIM, CA 92806 Tax Account Number: 03-8-33-0-001-001-008	Prepared By: Carlos Peralta 1600 SOUTH DOUGLAS ROAD, SUITE 400 ANAHEIM, CA 92806
---	---

Recording Requested By and Return To:  
CARRINGTON MORTGAGE SERVICES, LLC, SUITE 400  
ATTENTION: RECORDS MANAGEMENT  
1600 SOUTH DOUGLAS ROAD,  
ANAHEIM, CA 92806  
Tax Account Number: 03-8-33-0-001-001-008

Loan No: 2299044343  
Case No: 22-22-6-0796401  
Servicing Loan No: 4000984325

### ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 100032412211963589

MERS Phone: 1-888-679-MERS(6377)

THIS AGREEMENT, made this 08/14/2023, between CHARLES L LAWRENCE aka CHARLES LYNN LAWRENCE and JUDY S LAWRENCE, whose address is 904 Berkley Dr, Pell City, AL 35128 (the "Transferor"); and WILLIAM H WHITEHEAD AND ALLISON W WHITEHEAD, whose address is 309 Fairfax Way, Birmingham, AL 35242 (the "Transferee"); and CARRINGTON MORTGAGE SERVICES, LLC., 1600 S. DOUGLAS RD. #400 STE 110 AND 200-A, ANAHEIM, CALIFORNIA 92806 (the "Lender"); MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (the "Mortgagee");

#### WITNESSETH:

#### WHEREAS:

A Note in the principal sum of \$280,000.00 was executed by CHARLES LYNN LAWRENCE and JUDY S LAWRENCE, ("Original Obligor(s)") on 03/26/2021, and delivered unto United Wholesale Mortgage, LLC for payment of this sum together with interest at the rate and upon the terms as more fully set forth in the Note; and

A Deed of Trust/Mortgage/Security Deed ("Security Instrument") was also executed, acknowledged and delivered to Mortgagee of even date therewith, which Security Instrument was recorded in Instrument Number 20210405000166830 of the Official Records of the County Recorder's or Clerk's Office of Shelby, AL, and which Security Instrument covered the premises described as follows:

#### SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

#### Abbreviated Legal Description:

Lender is the holder of the Note and Mortgagee, acting as nominee for Lender, is the holder of the Security Instrument and subsequent modifications thereof, if any (collectively the "Mortgage").

Transferor is to convey the premises described above to Transferee, and Transferee desires to assume payment of the Note and assume the terms of the Security Instrument; and

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Lender and Mortgagee agree not to exercise the right to declare all sums secured by the Security Instrument to be immediately due and payable by reason of the anticipated transfer.

Loan No: 2299044343

2. Lender unequivocally accepts Transferee as the primary obligor to pay the remaining indebtedness as set forth below.

3. Transferee does hereby assume all obligations under the Mortgage and further assumes and agrees to pay the principal sum of the indebtedness evidenced by the Note which has a current principal balance of \$265,813.05, together with interest thereon at the present rate of 2.880% per annum, in equal monthly installments of \$1,162.45, including interest, on the first day of each month beginning 09/01/2023, together with any amounts required for escrow deposits all as set forth in the Security Instrument. A final installment equal to the entire remaining indebtedness of the obligation shall be due and payable on 04/01/2051. Subsequent to this Assumption and Release of Liability Agreement, adjustments to the interest rate and payment amount, if any, shall be made according to the terms of the Mortgage or this Agreement.

4. Transferee assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance premiums and agrees to continue making monthly deposits for such purposes if required by the Note and Security Instrument.

5. Lender and Mortgagee do hereby relieve and release Original Obligor(s) of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the Mortgage. It is expressly understood and agreed by the Parties hereto that this Agreement shall not be deemed to be or construed as a release of the indebtedness nor shall anything herein contained in any manner or form impair the validity of the lien of the Security Instrument.

6. There are no offsets or defenses to the Mortgage or to the amount of the debt as hereinbefore set forth.

7. Except as modified by this Agreement, all the provisions of the Mortgage are and shall remain in full force and effect and shall be performed by Transferee as if these agreements had been originally executed by Transferee.

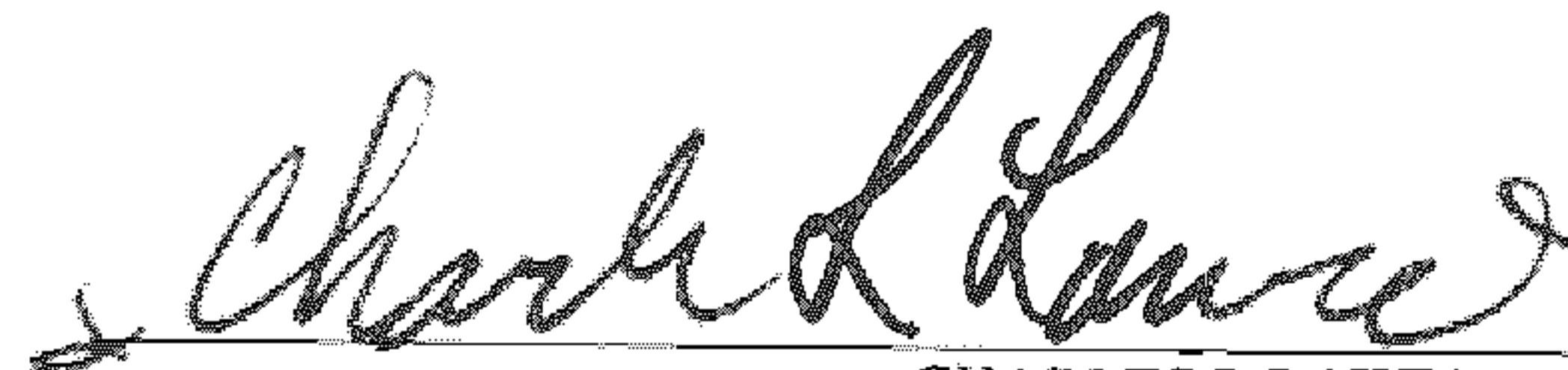
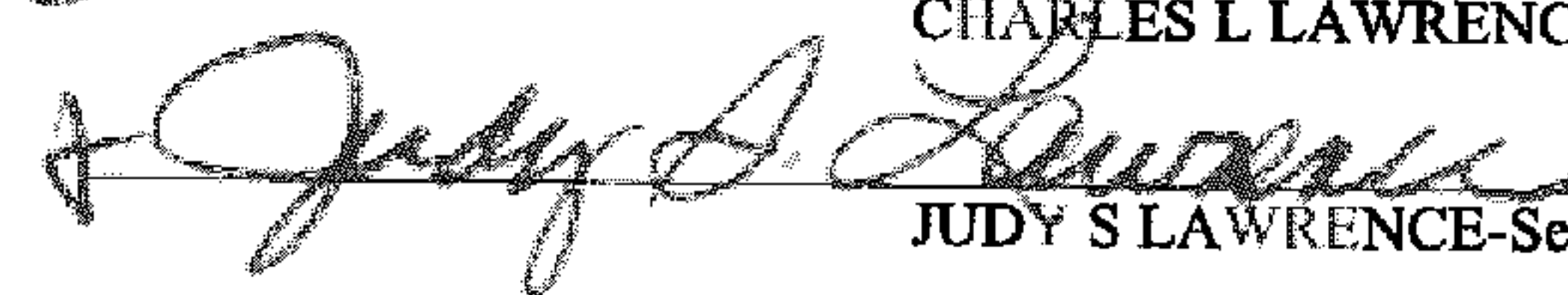
8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN THE EVENT this Agreement is not executed by Transferor, Transferee is nevertheless bound by this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Assumption and Release of Liability Agreement.

Loan No: 2299044343

Transferor:

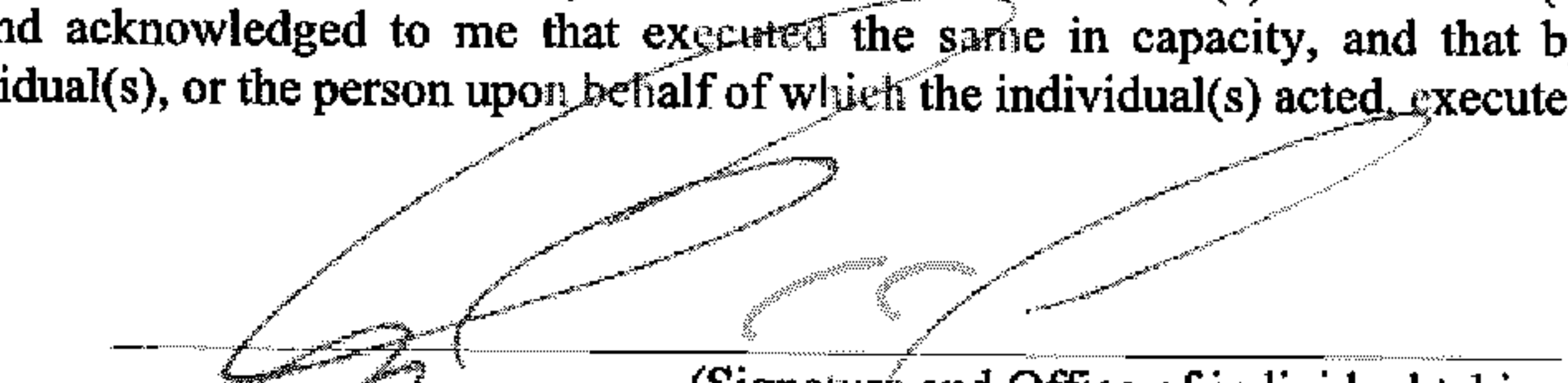

 (Seal)  
CHARLES L LAWRENCE-Seller  
 (Seal)  
JUDY S LAWRENCE-Seller  
\_\_\_\_ (Seal)  
-Seller  
\_\_\_\_ (Seal)  
-Seller

ACKNOWLEDGMENT

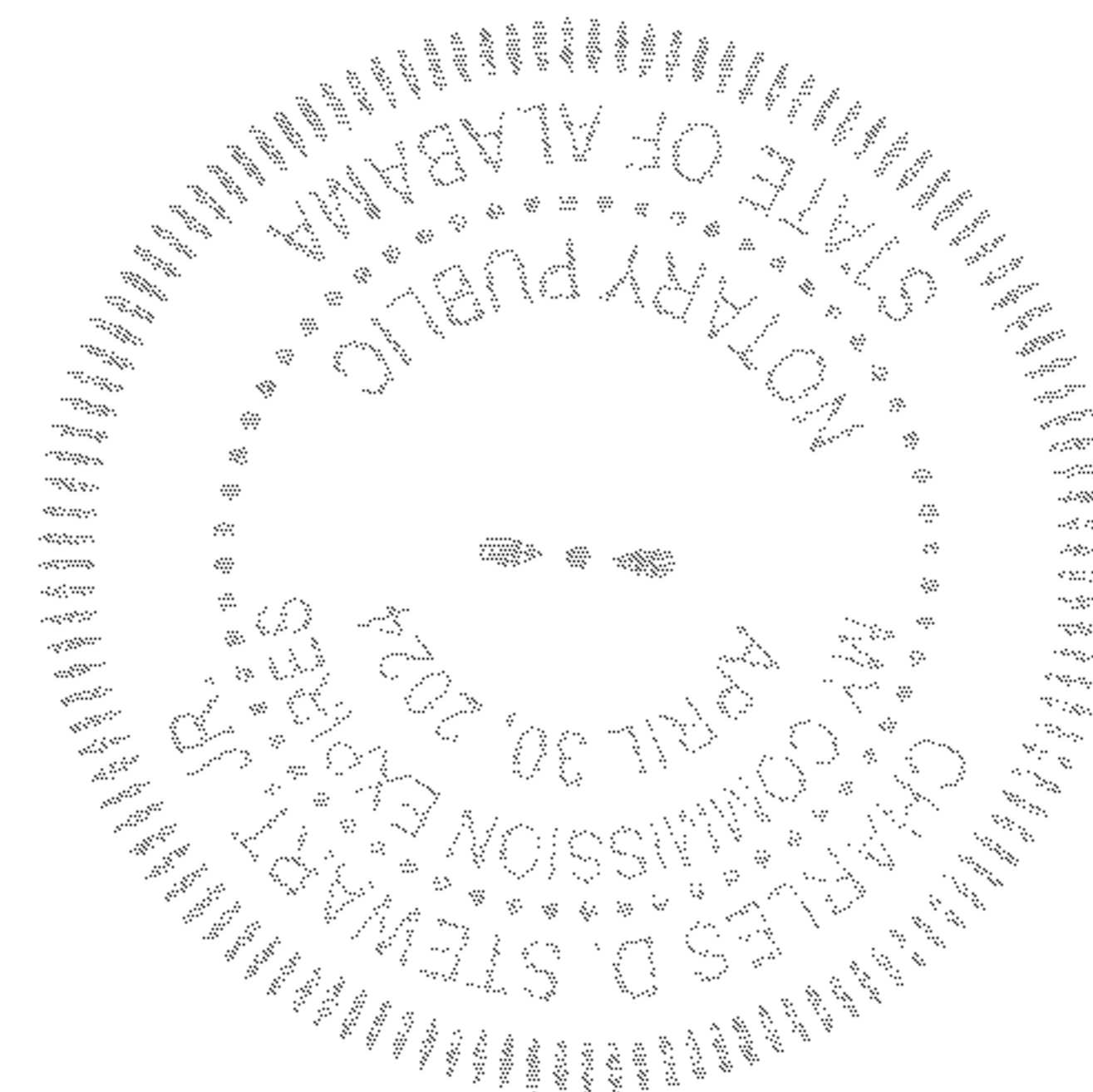
STATE OF ALABAMA  
COUNTY OF SHELBY

§  
§

On the 18TH day of August in the year 20 23, before me, the undersigned, personally appeared Charles L Lawrence and Judy S Lawrence, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) subscribed to the within instrument and acknowledged to me that executed the same in capacity, and that by signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
(Signature and Office of individual taking acknowledgement)  
  
(Printed Name)

My commission expires: 4.30.24






Loan No: 2299044343

Transferee:

  
\_\_\_\_\_  
William H Whitehead-Borrower (Seal)

  
\_\_\_\_\_  
Allison W Whitehead-Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)


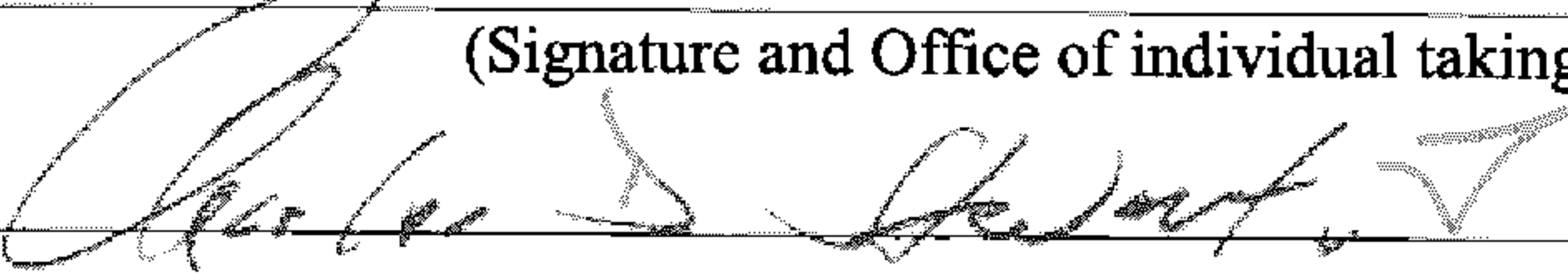
\_\_\_\_\_  
-Borrower (Seal)

ACKNOWLEDGMENT

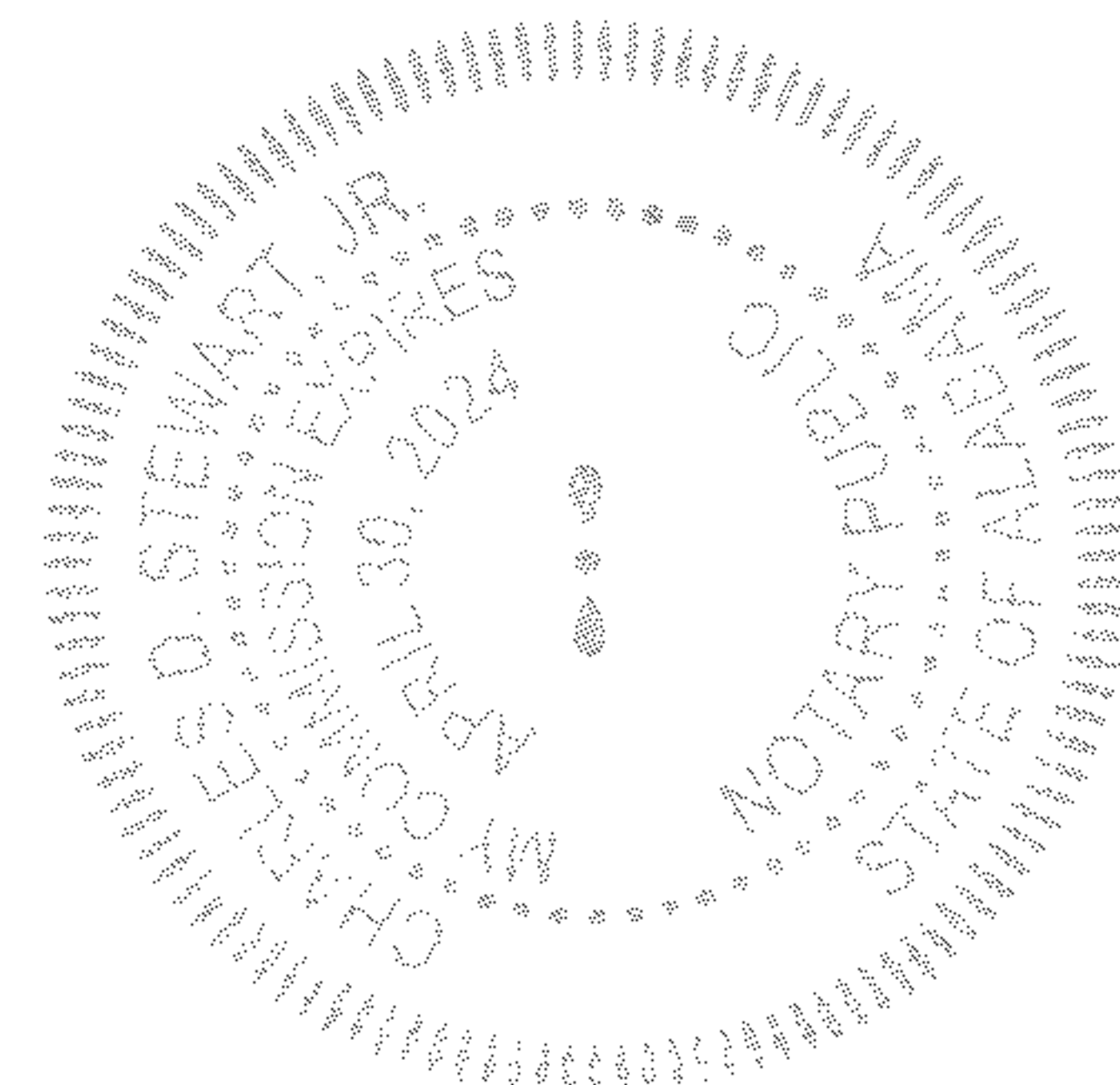
STATE OF ALABAMA  
COUNTY OF SHELBY

§  
§

On the 18th day of August in the year 20 23, before me, the undersigned, personally appeared William H Whitehead and Allison W Whitehead, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) subscribed to the within instrument and acknowledged to me that executed the same in capacity, and that by signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


  
\_\_\_\_\_  
(Signature and Office of individual taking acknowledgement)  
  
\_\_\_\_\_  
(Printed Name)

My commission expires: 7-30-24



Loan No: 2299044343

Lender:

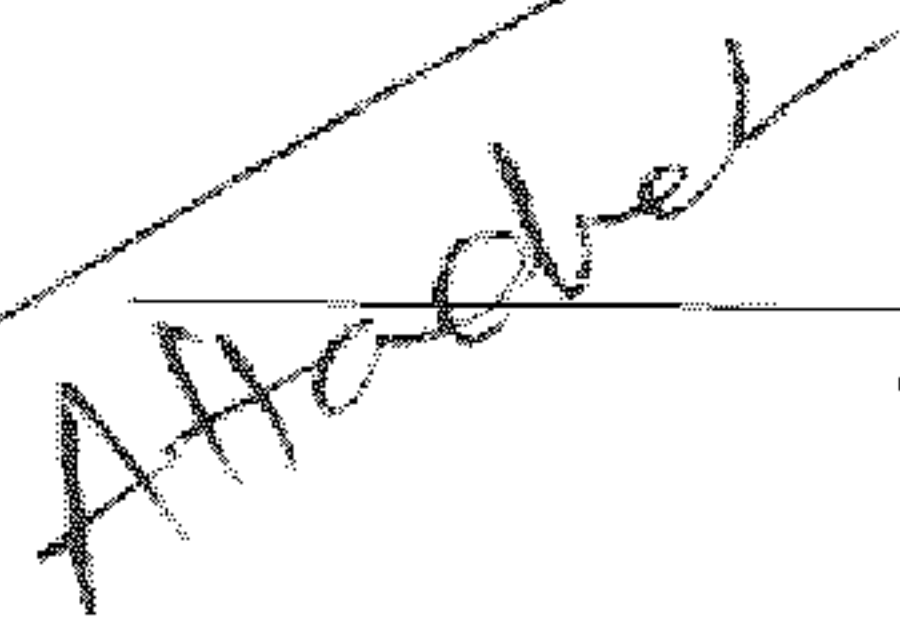
By:  CARRINGTON MORTGAGE SERVICES, LLC.  
Its: Richard Clark, VP Post Close  
(Printed Name and Title)

ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF

§  
§

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



(Signature and Office of individual taking acknowledgement)

(Printed Name)

My commission expires: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On 08/14/23 before me, Priyanka S. Desai, Public Notary,  
(Here insert name and title of the officer)

personally appeared Richard Clark,

who 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 the instrument.

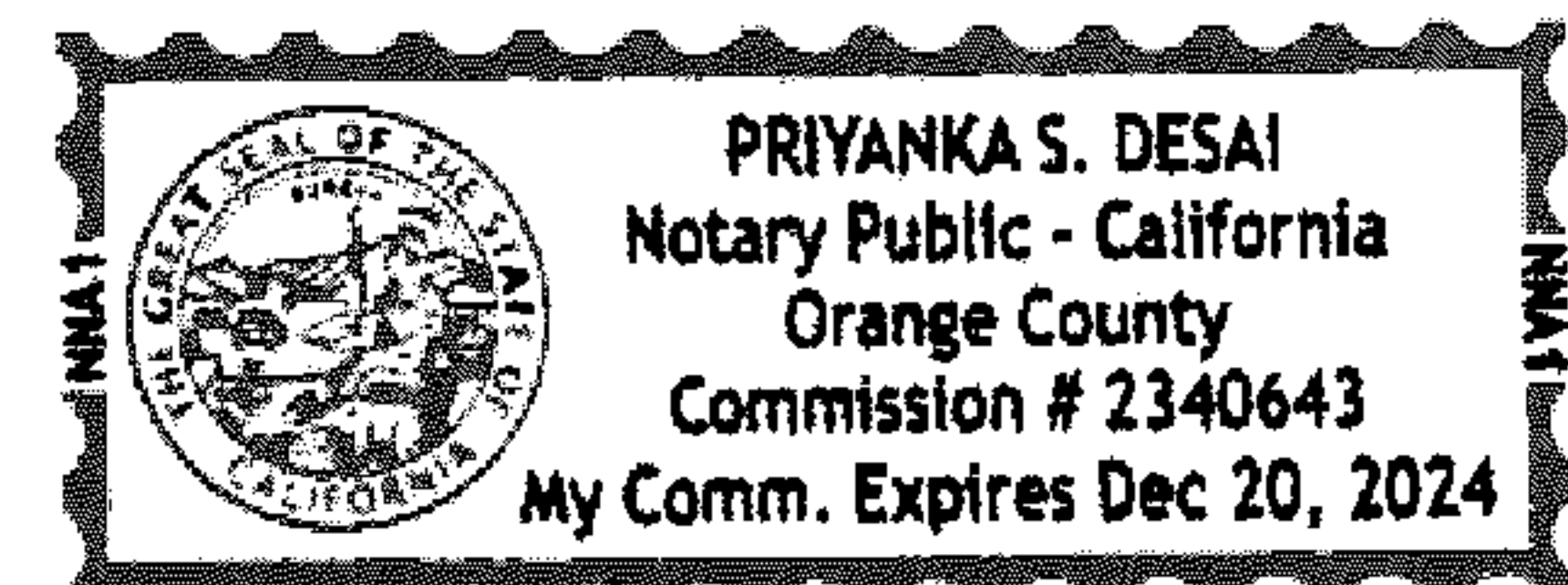
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

P. S. Desai

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Assumption  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 22 Document Date 8/14/23  
99044343  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM


Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is / are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



Loan No: 2299044343

Mortgagee:

By:   
Its: Richard Clark, Assistant Secretary  
(Printed Name and Title)

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. as Mortgagee

ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF

§  
§

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Attached  
\_\_\_\_\_  
(Signature and Office of individual taking acknowledgement)

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On 8/14/23 before me, Priyanka S.Desai, Public Notary,  
(Here insert name and title of the officer)

personally appeared Richard Clark,

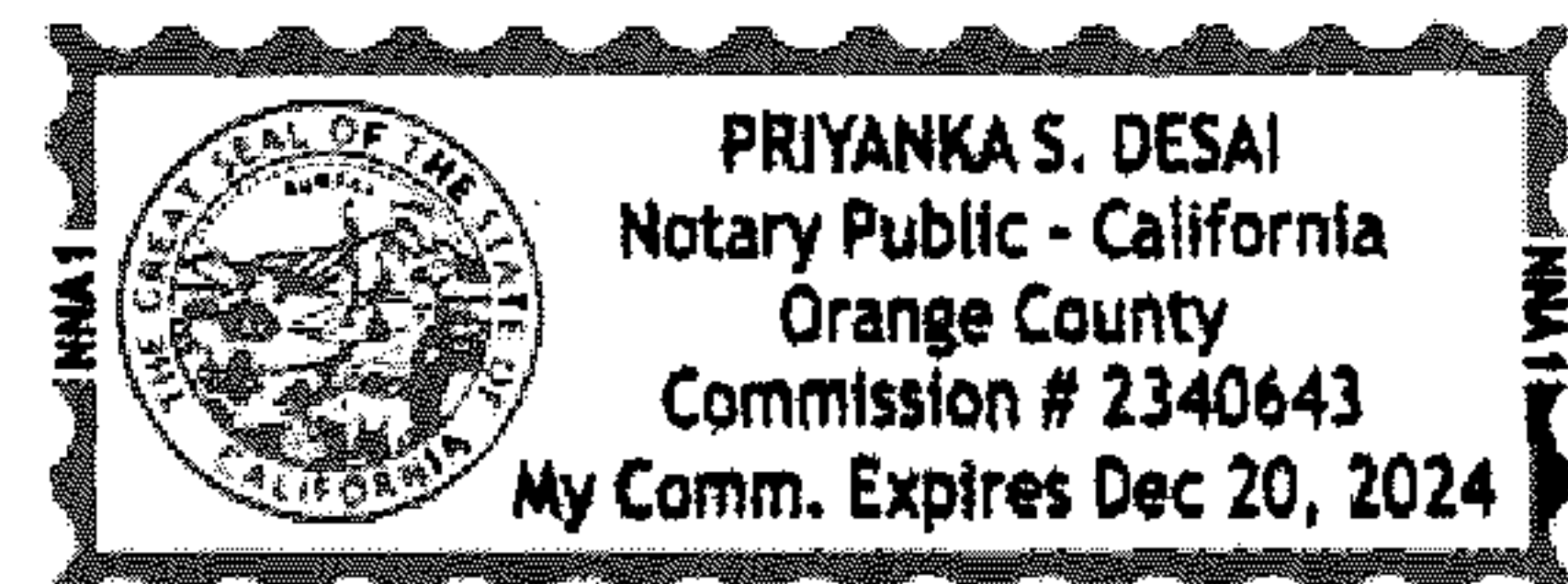
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

P.S. Desai  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Assumption  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2299044343 Document Date 8/14/23  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is / are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Lot 51 according to the Resurvey of Lots 51 and 52, the Glen at Greystone, Sector One, as recorded in Map Book 17, page 2, 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  
08/21/2023 11:10:37 AM  
\$57.00 JOANN  
20230821000250570**

*Allen S. Bayl*