
(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

After Recording Mail To:

National Link
1000 Commerce Drive
Suite 300
Pittsburgh, PA 15275

Order# 100888923

Prepared By:

Jennifer Wilson
PNC Mortgage a division of
PNC Bank, N.A.
3232 Newmark Drive
Miamisburg, OH 45342

Loan Assumption and Assignment of Escrow
Agreement
DOCUMENT TITLE

Loan Assumption and Assignment of Escrow Agreement (With Release of Liability)



Name of Applicant(s): THOMAS ELI SWARTS

Date: 12/07/2023

Loan #: 1500085141

Lender: PNC Bank, NA
3232 Newmark Drive, Miamisburg, OH 45342

Property Address: 1110 REGENT PARK DR BIRMINGHAM AL 35242

In consideration of the mutual agreements of Purchaser and Seller as set forth below, and on condition that the lien of the mortgage referenced below is a valid, first lien on the property and that the execution of this agreement will not impair the lien of the mortgage, the parties agree as follows:

Assumption, Agreement of Purchaser(s):

For value received, I (we), the undersigned purchaser(s), do hereby assume and agree to pay the Mortgagee, its successors or assigns, the principal balance due as set forth below, under the mortgage above described, and all accrued interest thereon, at the time, in the manner and in all respects as provided in the note secured by said mortgage. All payments for whatever purpose under the said mortgage shall be made to PNC Bank, NA, as Mortgagee, or as the correspondent of or duly authorized servicer for the Mortgagee. I (we) further agree that the current status of the loan we are assuming is:

Principal Balance:	\$ 256,762.36
Interest Rate:	2.625 %
Amount of Monthly Payment:	\$ 1,485.99
Next Payment Due Date:	12/01/2023

I (we) do further covenant and agree to fully perform each and all of the covenants, agreements and obligations under the said mortgage and note on the part of the Mortgagor(s) to be performed, in the manner and the same extent as if I (we) had originally executed the said mortgage and note. The term "mortgage" as used herein shall include any mortgage deed, deed of trust, loan deed, or any other security instrument.

Loan Assumption and Assignment of Escrow Agreement (With Release of Liability)



Acknowledgement

I/We acknowledge receipt and understanding of this disclosure.

Thomas Eli Swarts
Applicant: THOMAS ELI SWARTS

12-7-2023
Date

Applicant:

Date

Applicant:

Date

Applicant:

Date

STATE OF ALABAMA)

) SS:

COUNTY OF SHELBY)

I, Frances W. Gable, a Notary Public in and for said county and state, do hereby
certify that

THOMAS ELI SWARTS

personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and official seal this 7th day of December 2023



Frances W. Gable
Frances W Gable
NOTARY PUBLIC

My commission expires April 29, 2027

Loan Assumption and Assignment of Escrow Agreement (With Release of Liability)



Agreement of Mortgagor(s)

I (we), the undersigned Mortgagor(s), do hereby represent and warrant that the lien of the aforesaid mortgage held by Mortgagee is a first, valid and subsisting lien on the real property described in said mortgage; that the execution and delivery of this assumption agreement by the Purchaser(s) will not impair the lien of said mortgage; that the Mortgagor(s) have not done or suffered anything to be done that would adversely affect the priority, validity, or enforceability of the mortgage, or value of the Mortgagee's security.

I (we) do hereby assign to the Purchaser any and all interest whatsoever in any moneys heretofore or hereafter deposited with PNC Bank, NA for any purpose including, but without limitation to, the payment of real estate taxes and assessments, and hazard insurance premiums, if any.

It is understood that the liability of MELINDA K SWARTS , under the said Mortgage and Note secured thereby shall be released by the Mortgagee, PNC Bank, NA at such time as THOMAS ELI SWARTS , assumes loan number 1500085141 , and that a copy of this Release of Liability shall take effect with receipt of all required documents and fees necessary to complete the transaction.

Date 12-7-2023

Seller

Melinda K Swarts
MELINDA K SWARTS

Seller

STATE OF ALABAMA)

) SS:

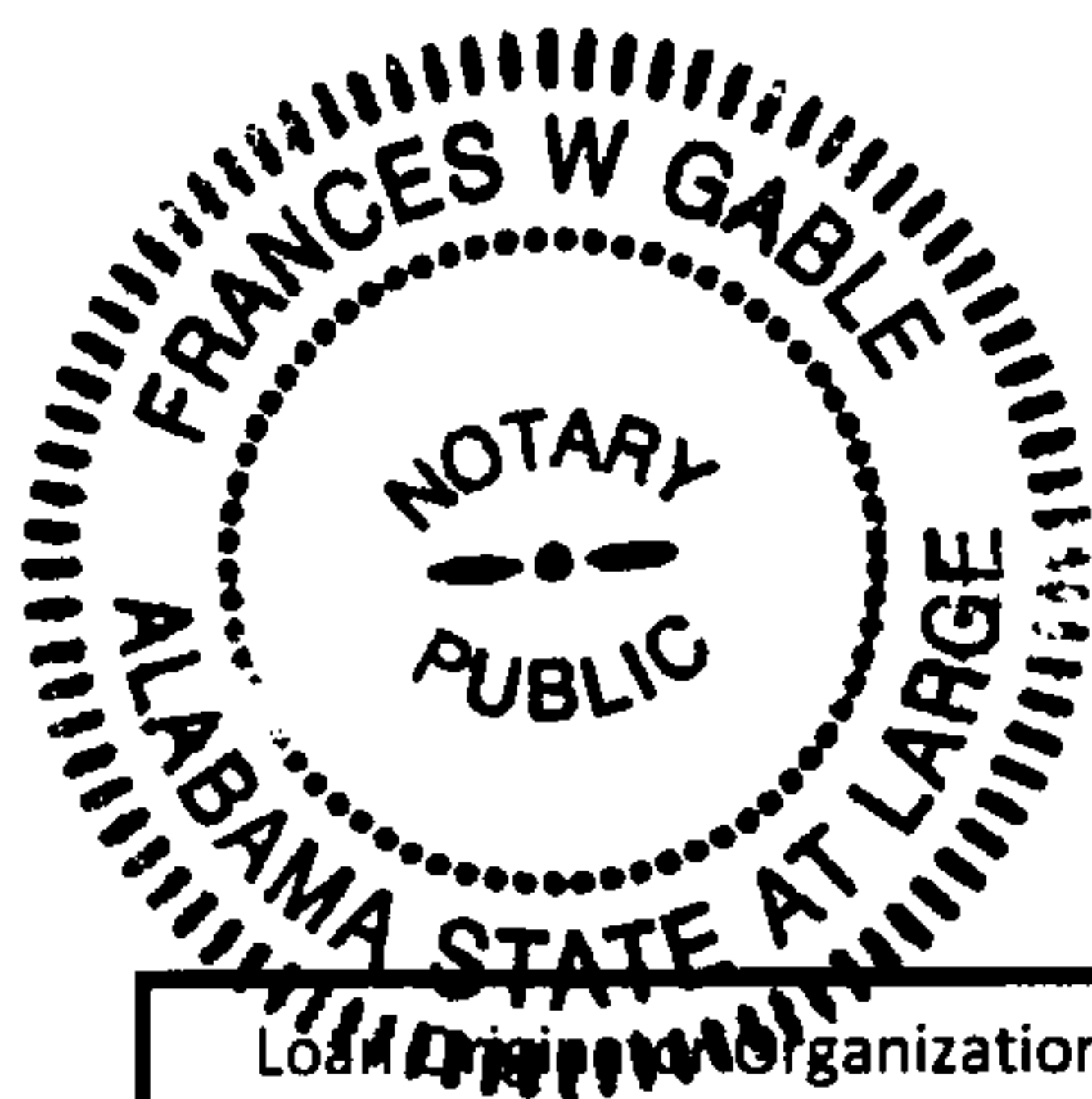
COUNTY OF SHELBY)

I, Frances W. Gable, a Notary Public in and for said county and state, do hereby certify that

MELINDA K SWARTS

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of December 2023



Frances W. Gable
Frances W Gable
NOTARY PUBLIC

My commission expires April 29, 2023

Loan Originator Organization: PNC Bank, National Association. NMLSR ID: 446303

Order Number 100888923

EXCEPTIONS: MORTGAGES / DEEDS OF TRUST

1. A mortgage to secure an indebtedness as shown below, and any other obligations secured thereby

Amount : \$276,800.00
Dated : 8/10/2020
Mortgagor : THOMAS E. STEWARTS AND MELINDA K. SWARTS
Mortgagee : SYNOVOUS BANK
Recorded : 8/18/2020
Instr No. : 20200818000357450
of Official Records

2. A mortgage to secure an indebtedness as shown below, and any other obligations secured thereby

Amount : \$15,000.00
Dated : 12/11/2020
Mortgagor : MELINDA SWARTS AKA MELINDA K. SWARTS AND THOMAS ELI SWARTS AKA THOMAS
E. SWARTS AKA THOMAS SWARTS
Mortgagee : REGIONS BANK
Recorded : 12/28/2020
Instr No. : 20201228000593510
of Official Records

Loan # : 1500085141

Exhibit A

LEGAL DESCRIPTION

The following described property:

All that certain parcel of land, situate in the County of Shelby, State of Alabama further described as follows:

Being Lot 66, according to the Survey of Village at Highland Lakes Regen Park Neighborhood, Phase Six, as recorded in Map Book 42, Page 60, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for the Village at Highland Lakes, a Residential Subdivision, recorded Instrument # 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village Highland Lakes, a Residential Subdivision, Regent Park Neighborhood, recorded in Instrument 2007022300084910, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

1. Taxes for the year 2011 and subsequent years;
2. Easement(s), building line(s) as shown on recorded map;
3. Restrictions as recorded in Instrument #20041202000659280 and amended in Instrument 20060524000244790 in the Probate Office of Shelby County, Alabama;
4. Easement to Alabama Power Company as recorded in Instrument 20060630000314890, Instrument 20060630000315260, Instrument 20060630000315270, and Instrument 20080401000130220 in the Probate Office of Shelby County, Alabama;
5. Easement to Bellsouth Telecommunications as recorded in Instrument 20050803000394300 in the Probate Office of Shelby County, Alabama;
6. Grant of Land Easement with Restrictive Covenants as recorded in Instrument 200612112000610650, Instrument 20060828000422180, and Instrument 20071108000516450 in the Probate Office of Shelby County, Alabama;
7. Declaration of Covenants, Conditions and Restrictions as recorded in Instrument 2007022300084910, Amended in Instrument 20070830000408300, Amended in Instrument 20080501000178840, Amended in Instrument 2009012100018210, and

further Amended in Instrument 2011012500025020 in the Probate Office of Shelby County, Alabama;

8. Declaration of Easement and Master Protective Covenants as recorded in Instrument 200604210000186650 in the Probate Office of Shelby County, Alabama;

9. Articles of Incorporation of Highland Village Residential Association as recorded in Instrument 20060314000120380 in the Probate Office of Shelby County, Alabama and re-recorded in Instrument LR200605, Page 6696 in the Probate Office of Jefferson County, Alabama;

10. Mineral and Mining Rights including but not limited to, title to all minerals within and underlying the premises, together with all oil and mineral rights and other privileges, and immunities related thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 81, Page 417, in the Probate Office of Shelby County, Alabama;

11. Right of Way to Shelby County, Alabama as recorded in Deed Book 196, Pages 237, 248 and 254 and Instrument 1992-15747 and Instrument 1992-24264 in the Probate Office of Shelby County, Alabama;

12. Right of Way to Alabama Power Company as recorded in Deed Book 247, Page 905, Deed Book 139, Page 569, and Deed Book 134, Page 411 in the Probate Office of Shelby County, Alabama.

13. Right of Way as recorded in Shelby Real 103, Page 844, and Map Book 3, Page 148, in the Probate Office of Shelby County, Alabama;

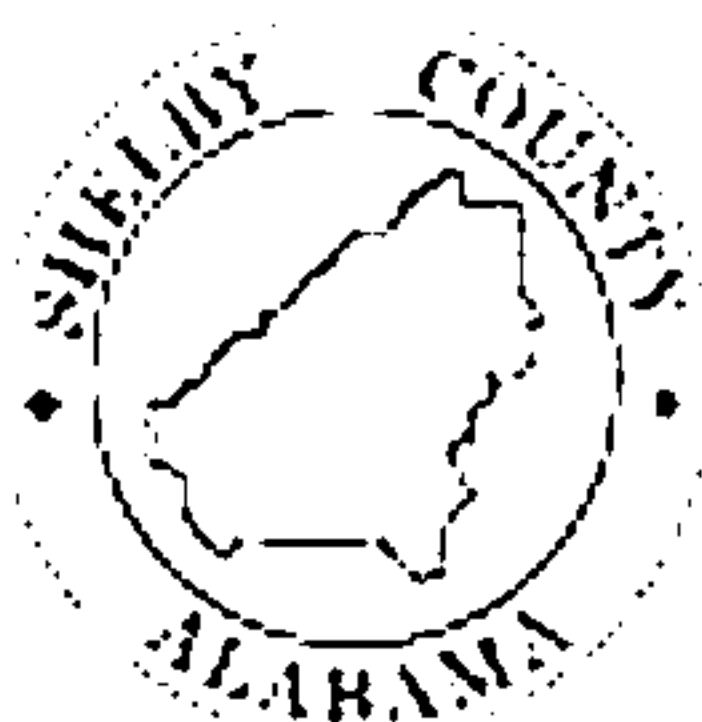
14. Easement for Ingress/Egress recorded in Deed Book 321, Page 812, in the Probate Office of Shelby County, Alabama;

15. Articles of Incorporation of the Village at Highland Lakes Improvement District recorded as Instrument 20051209000637840 and the Notice of Final Assessment of Real Property as recorded in Instrument 20051213000644260 in the Probate Office of Shelby County, Alabama;

16. Reservations, limitations, conditions and release of damages as recorded in Instrument 20051229000667950 in the Probate Office of Shelby County, Alabama;

17. Restrictive Covenants appearing of record in Instrument 20110406000107060, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restrictions based on race, color, religion, sex, handicap, familial status, or national origin.

Assessor's Parcel No: 09 2 03 0 007 016.000



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 12/13/2023 08:48:45 AM
 \$40.00 BRITTANI
 20231213000358420

Allen S. Bayl