

~~Return To:~~  
~~PennyMac Loan Services, LLC~~  
~~Attn: Qualified Assumptions~~  
~~6101 Condor Drive~~  
~~Moorpark, CA 93021~~

This document was prepared by: Jina Castellano  
PennyMac Loan Services, LLC  
6101 Condor Drive  
Moorpark, CA 93021

**Record and Return To:**  
**ServiceLink**  
**1355 Cherrington Parkway**  
**Moon Township, PA 15108**

\_\_\_\_\_[Space Above This Line For Recording Date]\_\_\_\_\_

2000717469

Loan No: 8197706611

Min No: 100083010024544311

### ASSUMPTION AND RELEASE AGREEMENT

This Release Agreement ("Agreement") is made effective as of March 13, 2024 by and among, Christian Vargas ("Released Party"), Amy Louise Haycox and Michael Haycox ("Retaining Borrower"), (collectively, Retaining Borrower and Released Borrower, shall be known as the "Borrowers"), and PennyMac Loan Services, LLC ("PennyMac").

#### RECITALS:

A. PennyMac is the holder of that certain Note the ("Note"), dated June 30, 2021 in the original principal amount of \$201,286.00 made by the Borrowers to MERS Inc., as nominee for Prosperity Home Mortgage, LLC ("Original Lender"), which Note evidences a loan ("Loan") made by Original Lender to the Borrowers. To secure the repayment of the Note, the Borrowers also executed and delivered a Mortgage/Deed of Trust (the "Security Instrument"), dated June 30, 2021 recorded on June 30, 2021 in Book N/A at Page N/A, Instrument / Case No. 20210630000316960 in the official records of Shelby County, AL, having an address of 572 Waterford Ln, Calera, AL 35040 granting a lien on the property described in the Security Instrument (the "Property"). The Borrowers are liable for the payment and performance of all of Borrowers' obligations under the Note, the Security Instrument and all other documents executed in connection with the Loan, (collectively, the "Loan Documents"). Each of the Loan Documents has been duly assigned or endorsed to PennyMac. The current servicer of the Loan is PennyMac.

Lender: PennyMac Loan Services, LLC  
NMLS ID: 35953  
Loan Originator: Craig Palmer  
NMLS ID: 2100872

B. The Borrowers acknowledge they are liable for the obligations under the Note and Security Instrument.

C. PennyMac has been asked to consent to the release of the Released Borrower's ownership interest in the Property to the Retaining Party (the "Transfer") and the assumption by the Retaining Borrower as the sole obligee of the obligations of the Borrowers, as well as a release of liability under the Note on the part of the Released Borrower.

D. PennyMac has agreed to consent subject to the terms and conditions stated below.

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and PennyMac agree as follows:

1. Assumption by the Retaining Borrower of Sole Liability for the Note. The Retaining Borrower hereby assumes sole liability under the provisions of the Loan Documents.
2. Consent to Transfer. PennyMac hereby consents to the Transfer and to the assumption by the Retaining Borrower of all of the obligations of the Borrowers under the Loan Documents, subject to the terms and conditions set forth in this Agreement. PennyMac's consent to the Transfer is not intended to be and shall not be construed as a consent to any subsequent transfer which requires the Lender's consent pursuant to the terms of the Security Instrument.
3. Release of Released Borrower. PennyMac hereby releases Christian Vargas, the Released Borrower, from all of its obligations under the Loan Documents.
4. Real Property Records. The Borrowers are responsible for maintaining and updating the real property records of the County in which the Property is located to reflect the current ownership of the Property.
5. Financial Information. The Retaining Borrower represents and warrants to PennyMac that all financial information and information regarding the capability of Retaining Borrower provided to PennyMac was true and correct as of the date provided to PennyMac and remains materially true and correct as of the date of this Agreement.

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6. Miscellaneous.

(a) This Agreement shall be construed according to and governed by the laws of the jurisdictions in which the Property is located without regard to its conflicts of law principles.

(b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.

(c) No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.

(d) The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.

(e) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

(f) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(g) THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: Craig Palmer

NMLS ID: 2100872

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**RETAINING BORROWER:**

Amy Louise Haycox (Signature)

Name: Amy Louise Haycox

Date: 3/13/2024

**RETAINING BORROWER:**

\_\_\_\_\_ (Signature)

Name: Michael Haycox

Date: \_\_\_\_\_

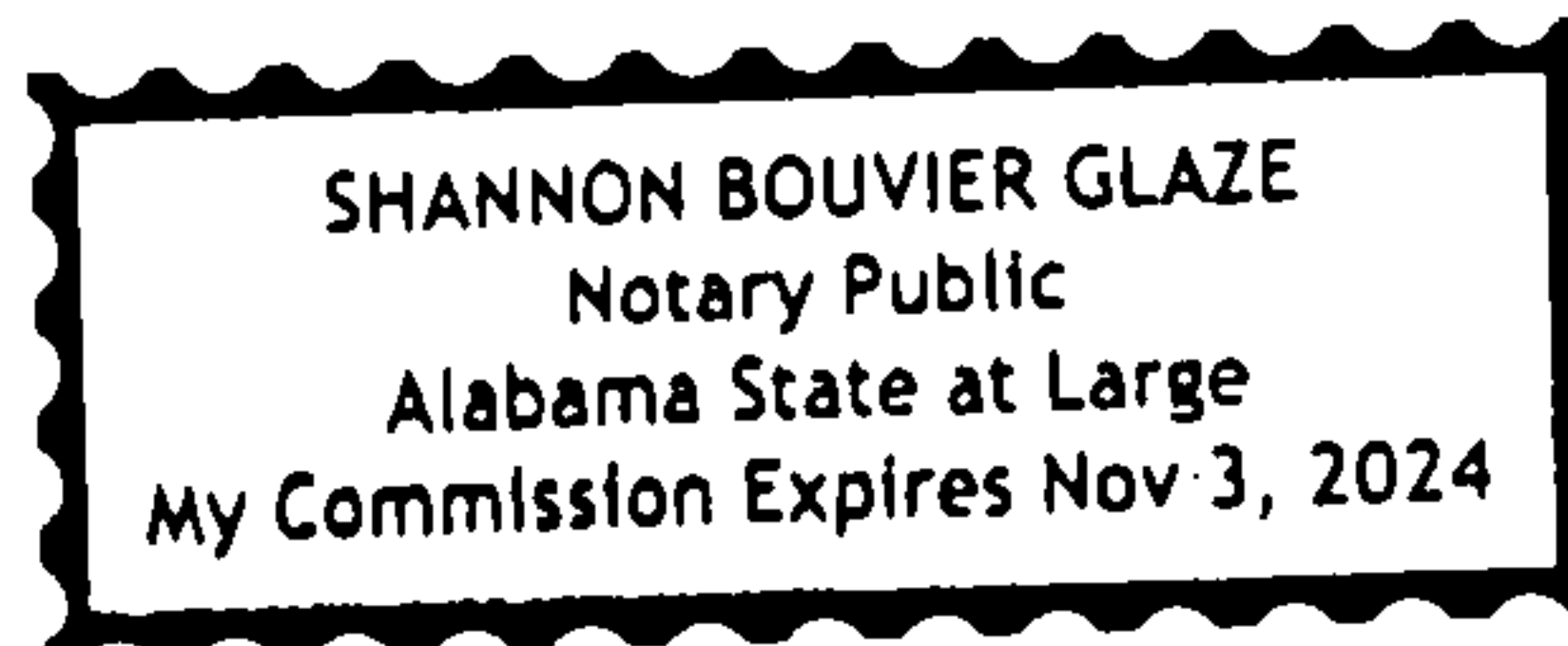
STATE OF Alabama  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13 day of March, 2024, within my jurisdiction, the within named Amy Louise Haycox who acknowledged that he/she/they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 13 DAY OF March, 2024.

Shannon Bouvier Glaze

NOTARY PUBLIC



My Commission Expires: 11/3/2024

Lender: PennyMac Loan Services, LLC  
NMLS ID: 35953  
Loan Originator: Craig Palmer  
NMLS ID: 2100872



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**RETAINING BORROWER:**

\_\_\_\_\_(Signature)

Name: Amy Louise Haycox

Date: \_\_\_\_\_

**RETAINING BORROWER:**

Michael Haycox (Signature)

Name: Michael Haycox

Date: \_\_\_\_\_

STATE OF IL

COUNTY OF Woodford

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13 day of Mar, 2024, within my jurisdiction, the within named

Michael Haycox only who acknowledged that he/she/they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 13 DAY OF Mar, 2024.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 7/18/27



Lender: PennyMac Loan Services, LLC  
NMLS ID: 35953  
Loan Originator: Craig Palmer  
NMLS ID: 2100872

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RELEASED PARTY:

[Signature] (Signature)

Name: Christian Vargas

Date: 3/13/2024

STATE OF Texas

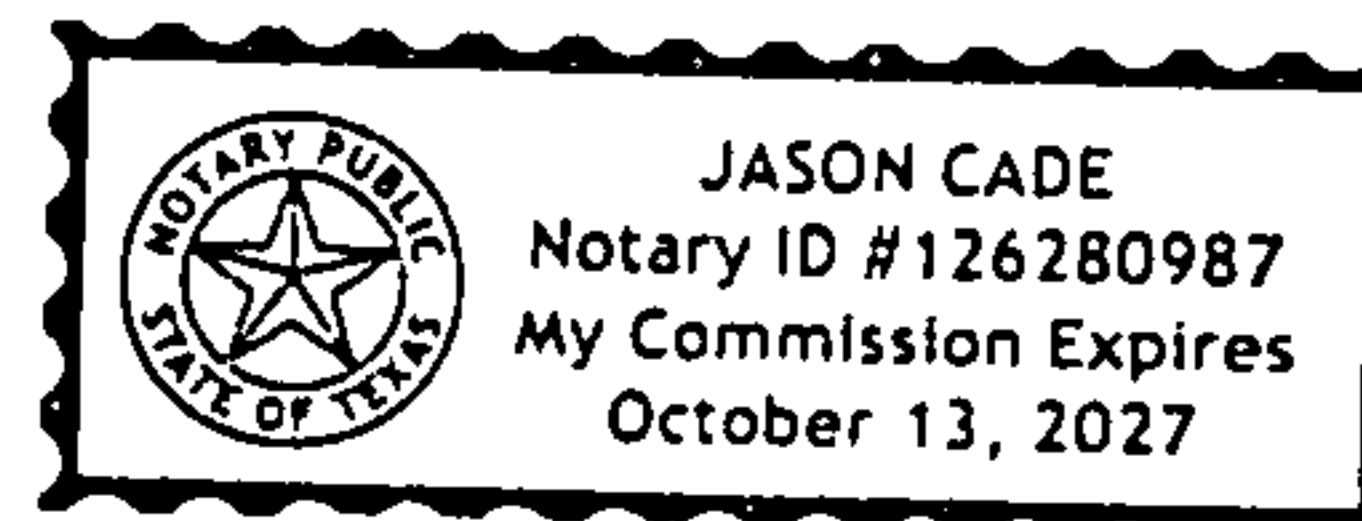
COUNTY OF Bexar

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13 day of March, 2024, within my jurisdiction, the within named Christian Vargas

who acknowledged that he/she/they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 13 DAY OF March, 2024.

[Signature]  
NOTARY PUBLIC



My Commission Expires: 10-13-2027

Lender: PennyMac Loan Services, LLC  
NMLS ID: 35953  
Loan Originator: Craig Palmer  
NMLS ID: 2100872

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PENNYMAC LOAN SERVICES, LLC

By: 

Name: Marianne Campbell

**Marianne Campbell**  
**Vice President**

Title: \_\_\_\_\_

Date: MAR 19 2024

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2024, within my jurisdiction, the within named

\_\_\_\_\_, who acknowledged that he/she/they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**SEE ATTACHED**

Lender: PennyMac Loan Services, LLC  
NMLS ID: 35953  
Loan Originator: Craig Palmer  
NMLS ID: 2100872

## 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 Ventura )

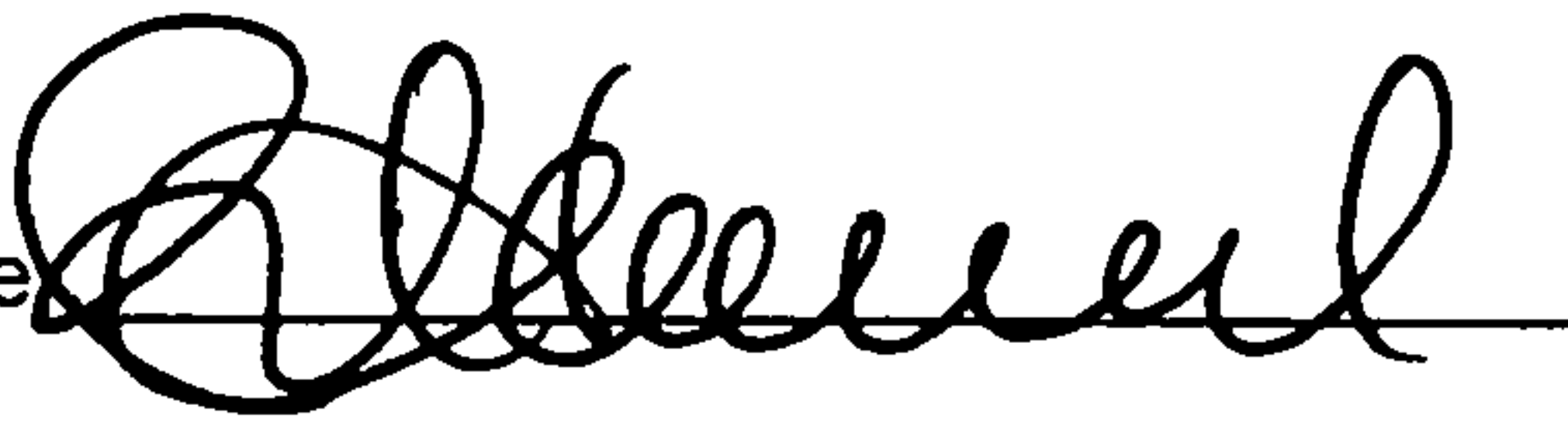
On 3/19/2024 before me, Rocio T. Hernandez, Notary Public  
(insert name and title of the officer)

personally appeared Marianne Campbell,  
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.

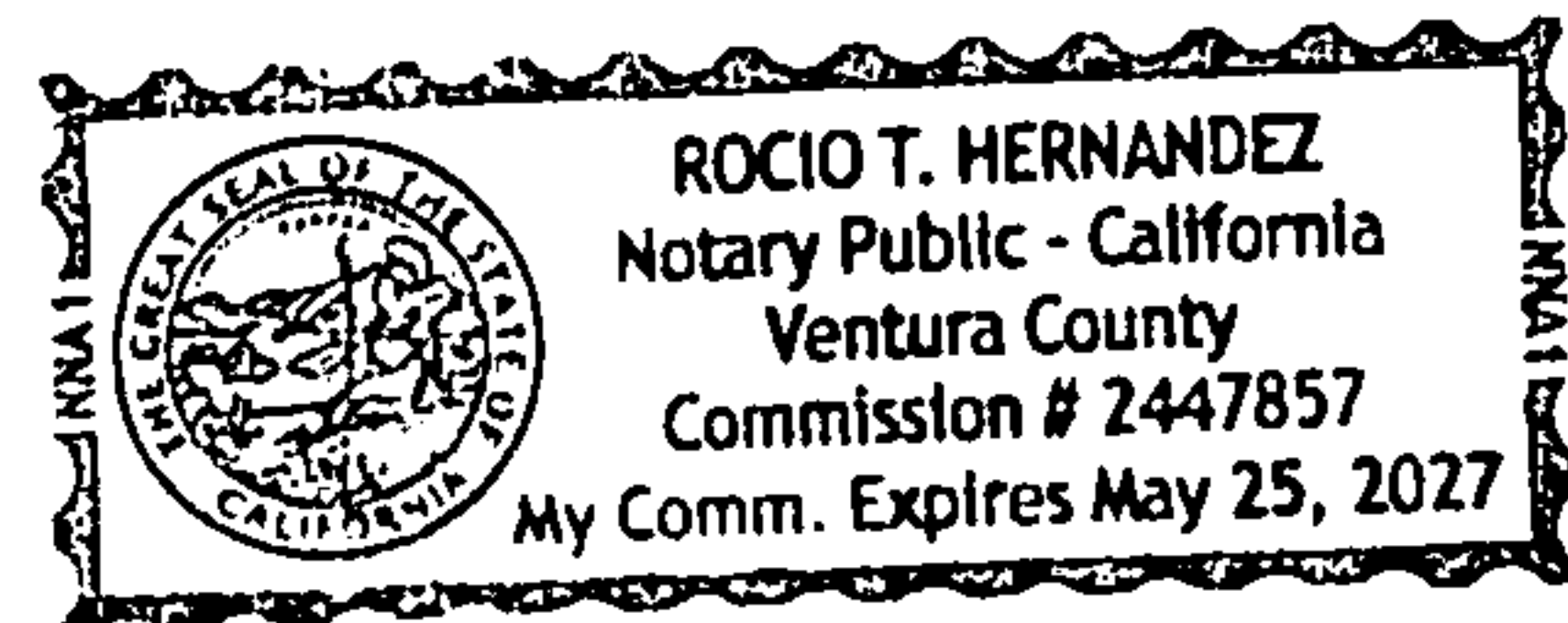
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**LEGAL DESCRIPTION**

The following described property:

**LOT 537, ACCORDING TO THE SURVEY OF WATERFORD HIGHLANDS, SECTOR 4, PHASE 1, AS  
RECORDED IN MAP BOOK 34, PAGE 73, IN THE OFFICE OF THE JUDGE OF PROBATE OF  
SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: DEED INSTRUMENT NO. 20210630000316950.**

**Assessor's Parcel No: 228341005015000**

**Commonly known as: 572 Waterford Ln, Calera, AL 35040**



**Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/25/2024 02:17:35 PM  
\$48.00 JOANN  
20240325000080740**

*Allen S. Bayl*

**Lender: PennyMac Loan Services, LLC  
NMLS ID: 35953  
Loan Originator: Craig Palmer  
NMLS ID: 2100872**