

This Document Prepared By:  
**PLANET HOME LENDING, LLC**  
**321 RESEARCH PARKWAY, SUITE 303**  
**MERIDEN, CT 06450**

When Recorded Mail To:  
**PLANET HOME LENDING, LLC**  
**321 RESEARCH PARKWAY Suite 303**  
**Meriden, CT 06450**

### **ASSUMPTION AGREEMENT**

MERS Phone No.: 1-888-679-6377  
MERS MIN No.: 100052550274220200  
Borrower Number: 423299588

Property Address: 925 Spring Creek Road  
City and State: Montevallo, Alabama 35115-4270

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), is made this <sup>5th</sup> day of April 2024 between Joshua D. Porter, An Unmarried Man, hereinafter referred to as "Original Borrower(s)", and Paul Gregory Porter and Patricia Maricor Leonas Porter, a married couple, hereinafter referred to as "Assuming Borrower(s)", and Planet Home Lending, LLC, a Limited Liability Company hereinafter referred to as "Lender" and Mortgage Electronic Systems, Inc. (MERS) as mortgagee, as Nominee for Walton Mortgage Inc., ("Original Lender"), its successors and assigns.

"MERS" is the Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee under the Mortgage. MERS is organized under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888)679-MERS.

Whereas Assuming Borrower(s) is acquiring title in the real property herein described as follows to wit:

A part of the SW 1/4 of the SW 1/4 of Section 22, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Southwest corner of Section 22, Township 22 South, Range 3 West; thence run North 89 degrees 28 minutes East along the South boundary of said Section 22 a distance of 347.37 feet to a point on the Northwesterly right-of-way of Shelby County Highway #12; thence run North 51 degrees 35 minutes East along said right-of-way a distance of 216.24 feet to the point of beginning; thence continue last course a distance of 90.0 feet; thence run North 38 degrees 25 minutes West a distance of 166.67 feet; thence run South 51 degrees 35 minutes West a distance of 90.0 feet; thence run South 38 degrees 25 minutes East a distance of 166.67 feet to the point of beginning. Situated in Shelby County, Alabama

And whereas, Original Borrower(s) have liability under a certain note dated November 5<sup>th</sup>, 2009, payable to Planet Home Lending, LLC, in the face amount of \$96,900.00 (the "Note") which Note is secured by a certain mortgage made by Mortgage Electronic Registrations Systems, Inc., solely as Mortgagee, as Nominee for Walton Mortgage Inc., and recorded on November 18<sup>th</sup> 2009, as Instrument Number 20091118000429780, in the official records of Shelby County Judge of Probate, Alabama (the "Mortgage"). Original Borrower(s) have liability under said Note and Mortgage, with modifications, if any, on which there is an outstanding balance, including interest, and other advances, if any, of \$66,479.95 as of the date of this agreement, and said Note and Mortgage are currently held by the Lender.

Accordingly, this Agreement amends and supplements the Note evidencing the mortgage loan made to the Original Borrower(s), which is secured by the Mortgage. Together, the Note and Mortgage are referred to as the "Loan Documents."

Now, therefore, in consideration of the foregoing premises, the assumption of the indebtedness of said mortgaged property, and of the mutual agreements herein contained, IT IS HEREBY AGREED AS FOLLOWS:

- a. Original Borrower(s) acknowledges he remains liable for the debt. Nothing contained herein shall be construed to release the Original Borrower(s) from liability on the Loan Documents.
- b. Assuming Borrower(s) acknowledges, has received, and has reviewed all Loan Documents. Assuming Borrower(s) is familiar with and has physically inspected the Property, which they accept "as is" for all purposes. Assuming Borrower(s) is relying on no representations except the representations contained in the Loan Documents and this Agreement.
- c. Assuming Borrower(s) hereby jointly and severally assumes and joins in all obligations of the Original Borrower(s) under the Loan Documents and agrees to pay the total of the unpaid amount of debt, secured by said Note and Mortgage, be bound by, comply, and perform each and all of the terms and covenants in said Note and Mortgage as provided therein.
- d. Assuming Borrower(s) hereby represents that all the reserve funds and escrow funds being held by the Lender have been transferred to their use. Lender may use such funds for the payment of taxes, insurance and other items typically escrowed for and paid by a mortgage loan servicer. Should any such funds be claimed by any heirs, executors or administrators of the Original Borrower, and, as a result of such claim, be paid over to the estate of the Original Borrower, then I shall, out of my own, separate funds, pay to the heirs, executors and administrators, all funds legally due and payable and shall hold Lender harmless and indemnify Lender for any claims made for such funds.
- e. Assuming Borrower(s) jointly and severally assumes joint liability to, and become liable to, the United States Department of Agriculture ("USDA") and to indemnify the USDA for amounts paid or losses suffered by the USDA on account of the liabilities of said Original Borrower(s), obligor.
- f. That this Agreement shall inure to the benefit of the Lender, its successors and assigns, and the USDA.

**Representations and Covenants.** The Original Borrower(s) and Assuming Borrower(s) further certify, represent to Lender, covenant, and agree:

- a. At least one Assuming Borrower(s) signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned.
- b. There has been no impermissible change in the ownership of the Property since the Loan Documents were signed. A permissible change would be any transfer that the Lender has provided written approval for or may be required by law to allow, such as a transfer to add or remove a family member, spouse, or domestic partner of the undersigned in the event of a death, divorce or marriage.
- c. Under penalty of perjury, all documents and information provided to Lender in connection with this Agreement are true and correct.

- d. Assuming Borrower(s) will comply with all covenants, agreements, and requirements of the Loan Documents including the agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my mortgage loan.
- e. The Note as amended and supplemented by this Agreement is a duly valid, binding obligation. The Loan Documents are enforceable in accordance with their terms and are hereby reaffirmed.
- f. Assuming Borrower(s) agrees to continue making payments to Lender under the Note and other Loan Documents both before and after a "Survival Event" until they have paid all of the amounts owed. A "Survival Event" means:
  - a. Any default described in the Note;
  - b. The Lender providing notice to me it is requiring me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount;
  - c. The Lender requiring immediate payment in full of all sums secured by the Mortgage;
  - d. The Maturity Date as defined in the Note;
  - e. The entry of any judgment against me under the Note; and
  - f. The entry of any judgment under the Mortgage.
- g. If more than one Assuming Borrower is signing this Agreement, the Lender may enforce rights under the Note jointly or separately, either against all Assuming Borrowers together or each Assuming Borrower individually. This means any individual Assuming Borrower may be required to pay all the amounts owed under the Note.

**Failure to Obtain Consent Prior to Sale or Transfer.** Notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give Original Borrower(s) and Assuming Borrower(s) notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Original Borrower(s) and Assuming Borrower(s) must pay all sums secured by the Mortgage. If we fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand.

**Errors and Omissions Compliance.** Original Borrower(s) and Assuming Borrower(s) will execute such other documents as may be reasonably necessary to correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Original Borrower(s) and Assuming Borrower(s) understands that either a corrected Agreement or a letter agreement containing the correction will be provided for signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If Original Borrower(s) and Assuming Borrower(s) elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect.

**Lost Documents Compliance.** If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the mortgage loan as amended and supplemented, or is otherwise missing, Original Borrower(s) and Assuming Borrower(s) will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. All documents the Lender requests under this section shall be referred to as "Documents." Original Borrower(s) and Assuming Borrower(s) agree to deliver the Documents within ten (10) days after receipt of the Lender's written request for such replacement.

**Counterparts and Execution.** Signatures and initials transmitted by digital signature as defined by applicable law are acceptable and may be treated as originals. This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

**No Release and No Other Changes.** Original Borrower(s) and Assuming Borrower(s) agree that all terms and provisions of the Loan Documents, except as expressly amended and supplemented



by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided herein, and as expressly amended and supplemented by, this Agreement, the Lender, Original Borrower(s), and Assuming Borrower(s) will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

**Terminology.** Where the context requires: (1) the singular means the plural and vice versa, and (2) the masculine means the feminine and vice versa, where appropriate. The term "Lender" in this Agreement is understood to include Lender's successors and assigns.

**Future Changes.** This Agreement is subject to the present regulations and guidelines of the USDA and to its future regulations and guidelines which are not inconsistent with the express provisions herein.

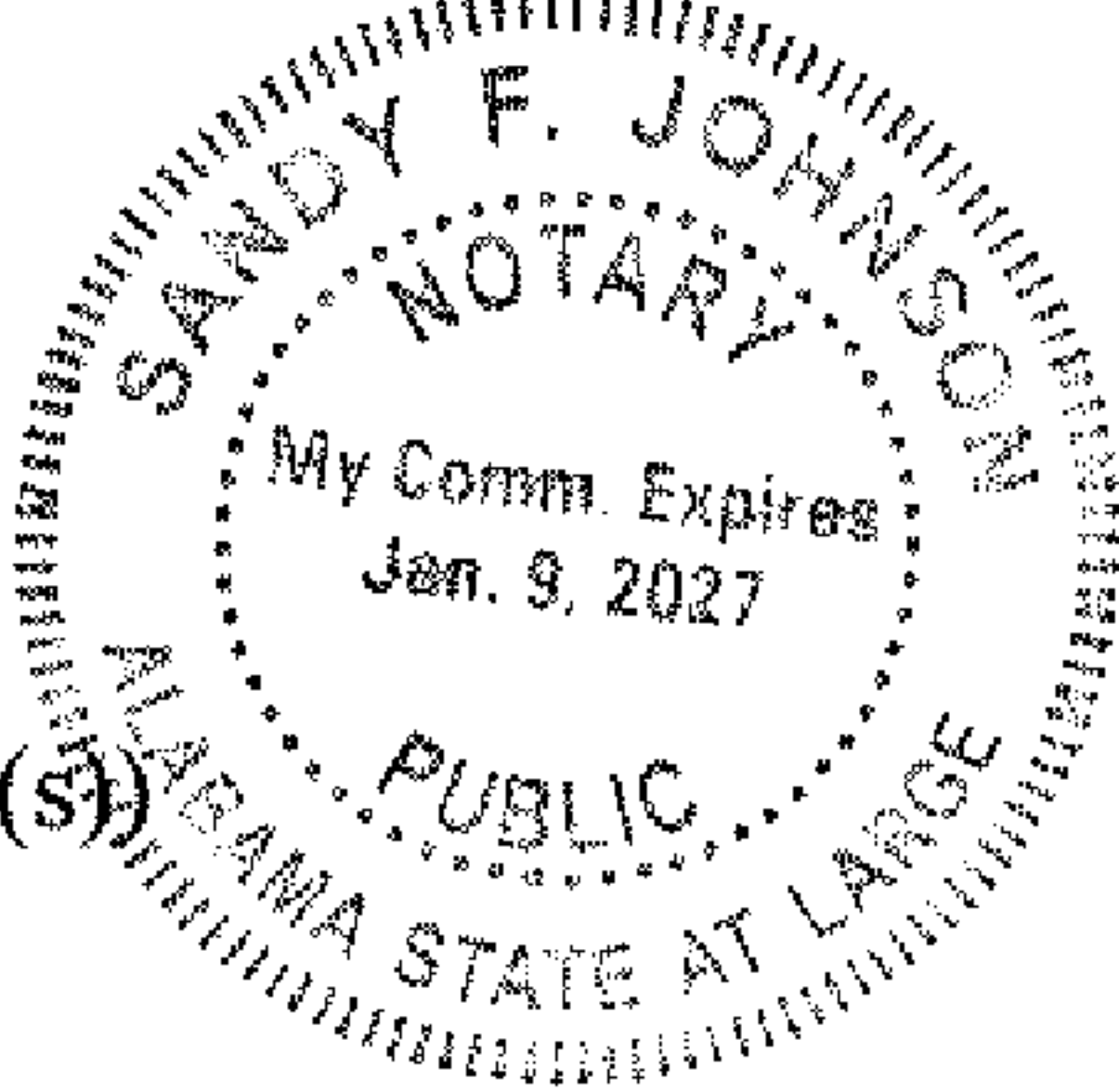
In Witness Whereof, the Lender, Original Borrower(s), and Assuming Borrower(s) have executed this Agreement.

(As to the Original Borrower(s))

\_\_\_\_\_  
Witness Joshua D. Porter

State of Alabama  
County of Shelby

The foregoing instrument was acknowledged before me on April 05, 2024 by Joshua D. Porter and \_\_\_\_\_, who is/are personally known to me or has/have produced Driver's License as identification.



Sandy F. Johnson  
Notary Public

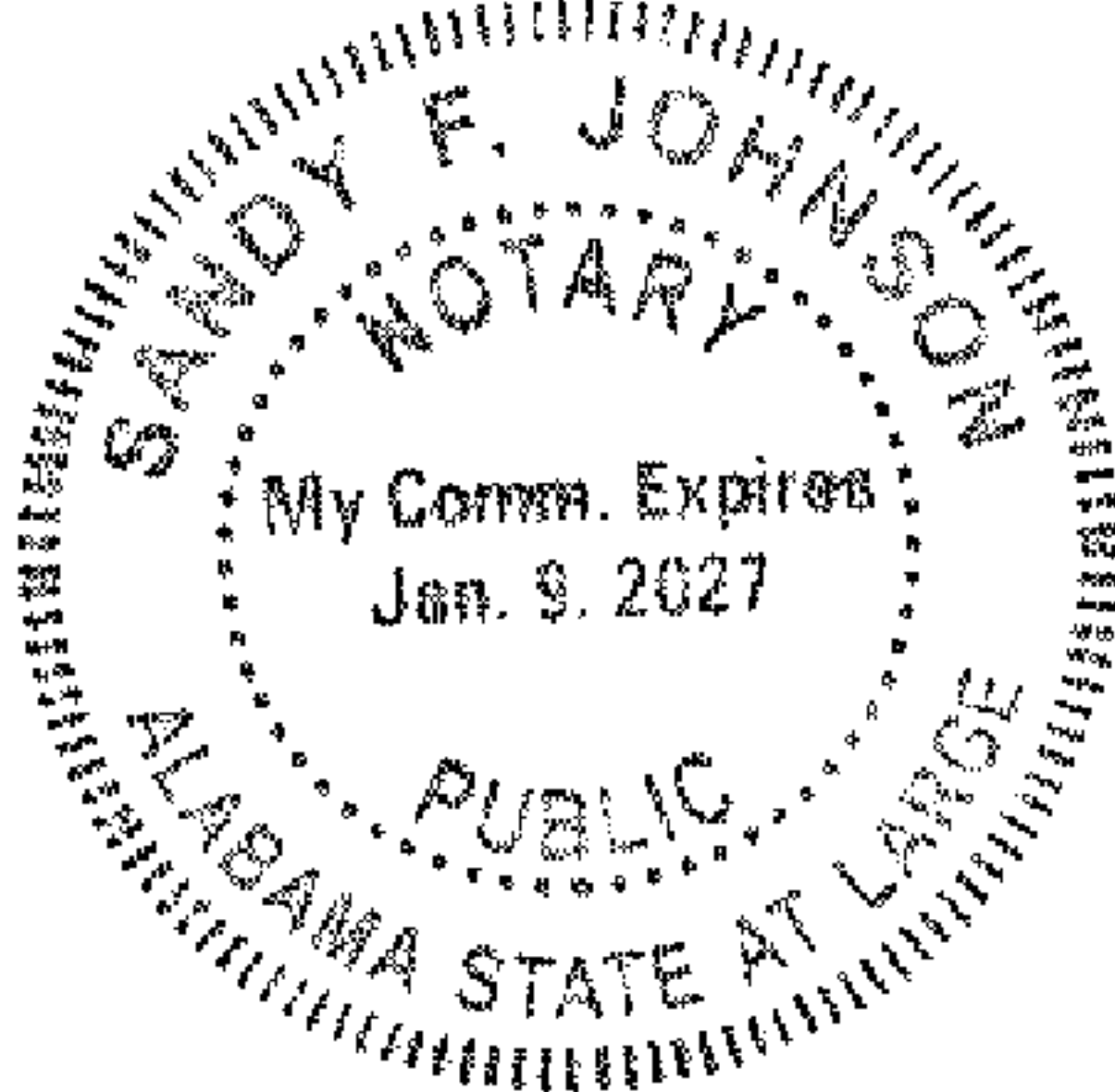
(As to the Assuming Borrower(s))

\_\_\_\_\_  
Witness Paul Gregory Porter

\_\_\_\_\_  
Witness Patricia Maricor Leonas Porter

State of Alabama  
County of Shelby

The foregoing instrument was acknowledged before me on April 05, 2024 by Paul Gregory Porter, and Patricia Maricor Leonas Porter who is/are personally known to me or has/have produced Driver's License as identification.



Sandy F. Johnson  
Notary Public  
My commission expires: 01/09/2027

(As to Lender/MERS)

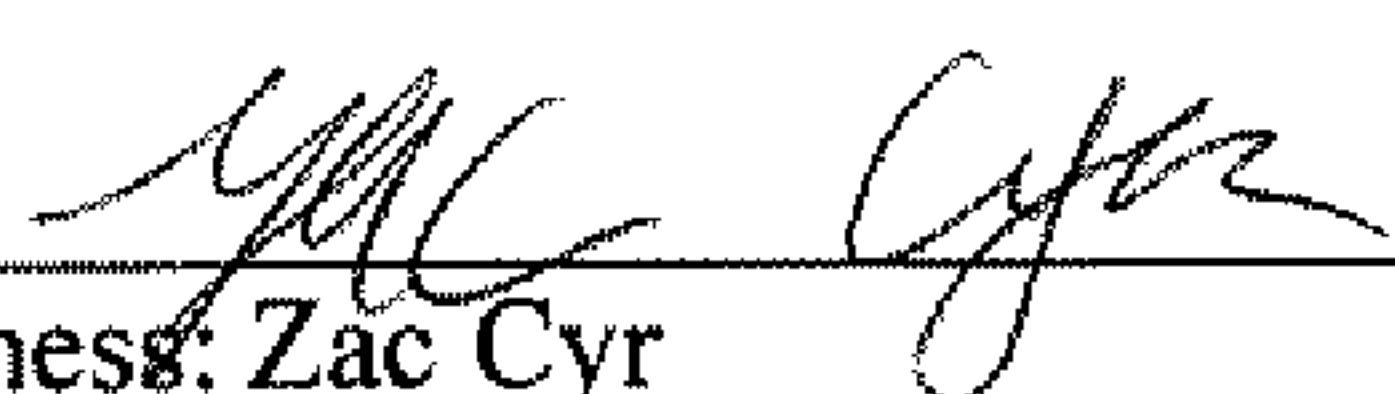
Planet Home Lending, LLC

By: 

Diane Rudy

Title: Vice President of Loan Servicing

  
Witness: Colton Garen

  
Witness: Zac Cyr

Mortgage Electronic Registration Systems, Inc.  
("MERS") as Mortgagee, as Nominee for Walton  
Mortgage Inc, and assigns

By: 

Diane Rudy

Title: Assistant Secretary

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

This instrument was acknowledged before me on this 27 March 2024 by Diane Rudy as Vice President of Loan Servicing for PLANET HOME LENDING, LLC, on behalf of the entity for itself and as Assistant Secretary for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., and who is personally known to me.

  
Notary Public

My commission expires:

NATALIE OPSTRUP  
Notary Public, State of Connecticut  
My Commission Expires 03/31/2029



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/09/2024 12:48:35 PM  
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