

Documents Prepared By:
JODI VASON
FREEDOM MORTGAGE CORPORATION
11988 EXIT 5 PKWY, BLDG 4
FISHERS, IN 46037
855-690-5900

After Recording Return To:
FREEDOM MORTGAGE CORPORATION
ATTENTION: ASSUMPTION DEPARTMENT
11988 EXIT 5 PKWY, BLDG 4
FISHERS, IN 46037
855-690-5900

Loan #: 0142539675

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 101345620060300030 MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this **MAY 10, 2024**, between **DANA L BOHN, AN UNMARRIED WOMAN**, whose address is **313 HWY 336, CHELSEA, AL 35043** (the "Transferor"); and **JOSHUA A BOHN, AN UNMARRIED MAN**, whose address is **313 HIGHWAY 336, CHELSEA, AL 35043** (the "Transferee"); and **FREEDOM MORTGAGE CORPORATION**, whose address is **11988 EXIT 5 PKWY BLDG 4, FISHERS, IN 46037-7939**, (the "Lender"); **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, whose address is **P.O. Box 2026, Flint, MI 48501-2026**, acting solely as nominee for **AVADIAN CREDIT UNION 1 RIVERCHASE PARKWAY S, BIRMINGHAM, ALABAMA 35244**, its successors and assigns (the "Mortgagee");

WITNESSETH:

WHEREAS:

A Note in the principal sum of **\$294,000.00** was executed by **JOSHUA A BOHN AND DANA L BOHN** ("Original Obligor(s)") on **AUGUST 19, 2020**, and delivered unto **AVADIAN CREDIT UNION 1 RIVERCHASE PARKWAY S, BIRMINGHAM, ALABAMA 35244** for payment of this sum together with interest at the rate and upon the terms as more fully set forth in

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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 # 20200825000370060 ON AUGUST 25, 2020 of the Official Records of the **SHELBY COUNTY, ALABAMA**, and which Security Instrument covered the premises described as follows:

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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.

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 \$270,113.87, together with interest thereon at the present rate of 2.875% per annum, in equal monthly installments of \$1,219.78, including interest, on the first day of each month beginning JUNE 1, 2024, 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 SEPTEMBER 1, 2050. 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. A copy of the Note and subsequent modifications thereof, if any, are attached hereto and made a part hereof for all purposes.

4. Transferor hereby relinquishes and transfers to Transferee all Transferor's interest in any monies which may be held by Lender as escrow deposits for the purposes of application to taxes, assessments, fire, or other insurance premiums, or any other purposes for which deposits are being required by Lender. 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

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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.

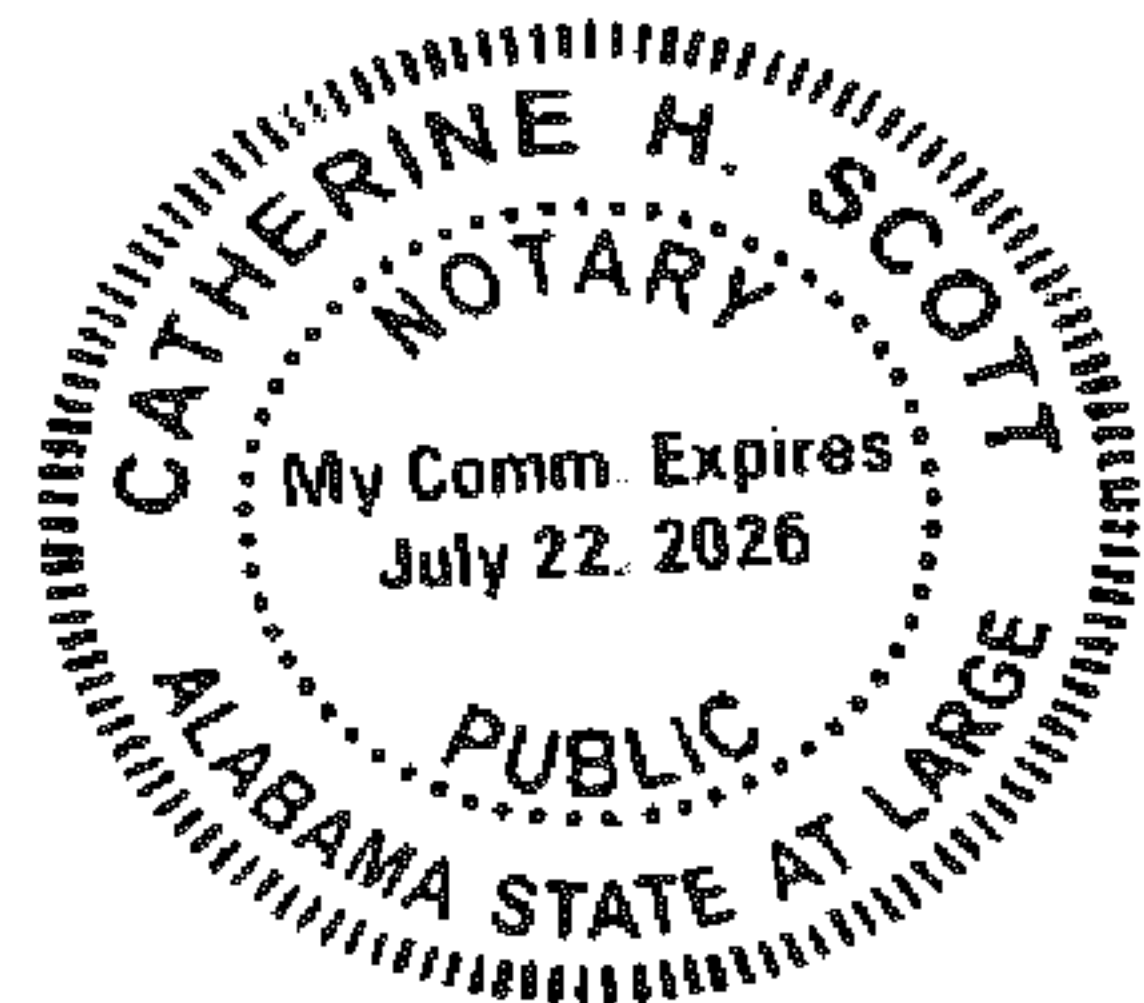
Transferor:

Dana L Bohn
- SELLER - DANA L BOHN

ACKNOWLEDGMENT

The State of Alabama
Jefferson County

I, the undersigned authority hereby certify that **DANA L BOHN**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 10th day of May A.D. 2024.



Catherine H. Scott
Notary Public

My Commission Expires: 7-22-2026

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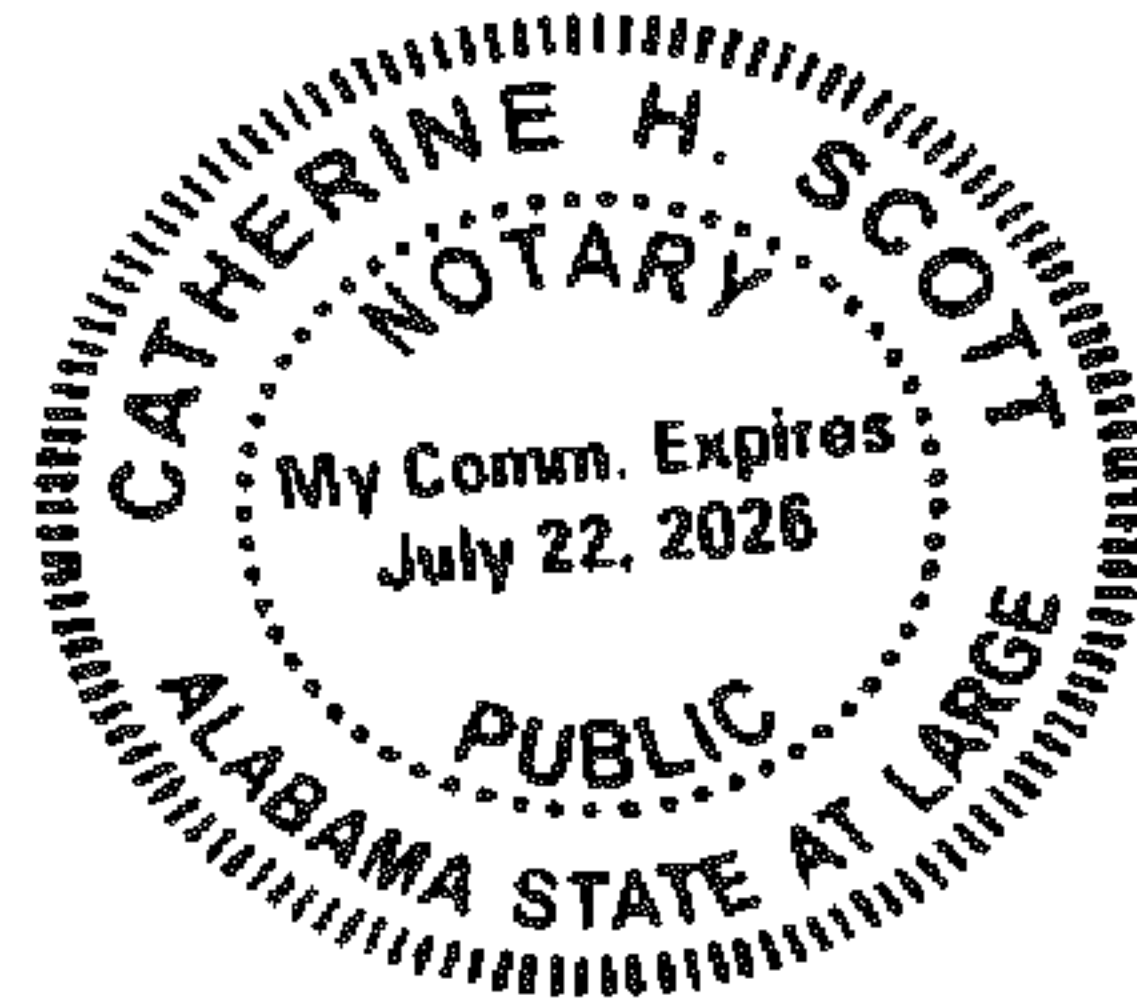
Transferee:

[Signature] 5/10/24
- BORROWER - JOSHUA A BOHN - DATE -

ACKNOWLEDGMENT

The State of Alabama
Jefferson County

I, the undersigned authority hereby certify that JOSHUA A BOHN, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 10th day of May 2024 A.D.



[Signature]
Notary Public

My Commission Expires: 7-22-2026

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Lender:

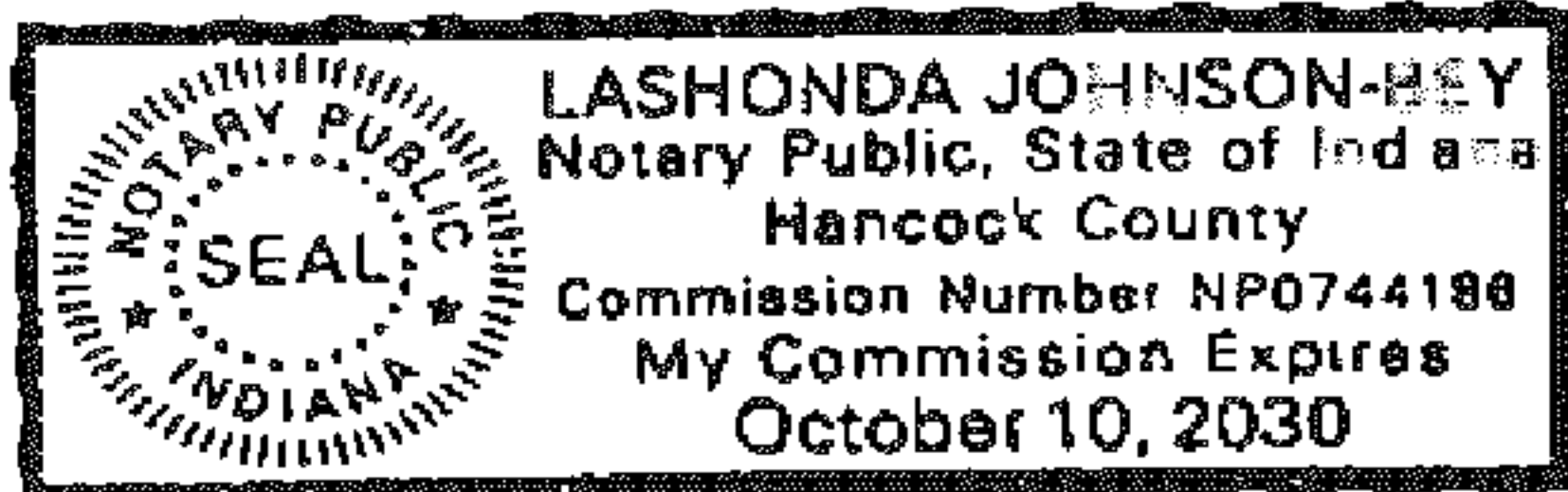
FREEDOM MORTGAGE CORPORATION

By: *[Signature]*
Its: Kenneth Crabtree Processor
(Printed Name and Title)

ACKNOWLEDGMENT

The State of IN
HAMILTON County

I, LASHONDA JOHNSON-BEY hereby certify that
KENNETH CRABTREE of FREEDOM MORTGAGE CORPORATION, A
PROCESSOR on behalf of the entity, whose name is signed to the foregoing
conveyance, and who is known to me, acknowledged before me on this date that, being informed of
the contents of the conveyance, he executed the same voluntarily on the day the same bears date.
Given under my hand this 10 day of may A.D. 24.



[Signature]
Notary Public

My Commission Expires: 10-10-30

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Mortgagee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Mortgagee, as nominee for

The Lender, its successors and assigns

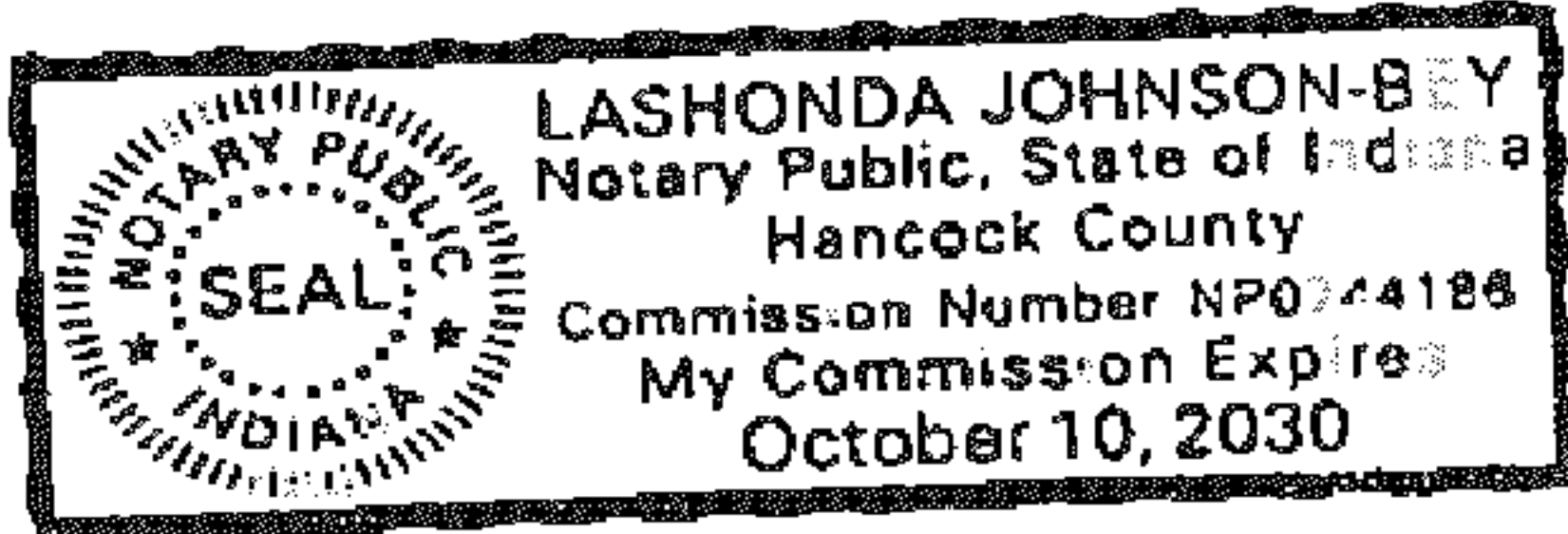
By: *[Signature]*
Its: Kenneth Crabtree Asst. Secretary
(Printed Name and Title)

ACKNOWLEDGMENT

The State of IN

HAMILTON County

I, LASHONDA JOHNSON-BEY hereby certify that
KENNETH CRABTREE ASST. SECRETARY of MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC., on behalf of the entity, whose name is signed
to the foregoing conveyance, and who is known to me, acknowledged before me on this date that
being informed of the contents of the conveyance, he executed the same voluntarily on the day the
same bears date. Given under my hand this 10 day of May A.D. 24



[Signature]
Notary Public

My Commission Expires: 10-10-30

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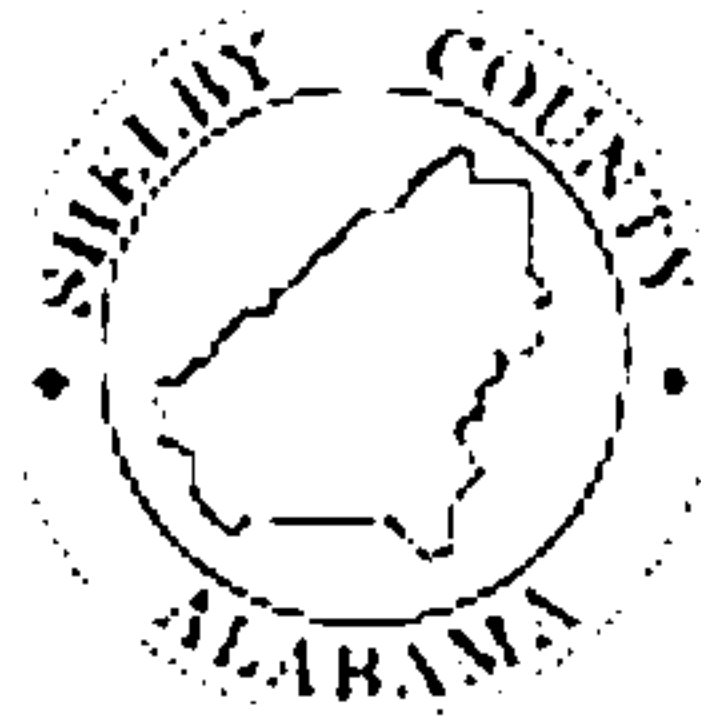
Borrower: JOSHUA A BOHN

Property Address: 313 HIGHWAY 336, CHELSEA, AL 35043

LEGAL DESCRIPTION

Paste final legal description here then photocopy.

**LOT 2, ACCORDING TO THE SURVEY OF CEDAR HILL SUBDIVISION, AS
RECORDED IN MAP BOOK 34, PAGE 108, 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
05/13/2024 03:36:16 PM
\$44.00 JOANN
20240513000141640

Allie S. Boyd