

Documents Prepared By:
ANGELA NUNEZ
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 #: 0147937494
Case #: 22-22-6-0823387

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: 100661190011492318 MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this AUGUST 21, 2024, between KYLE KAISER, and ELLICIA CLAIRE KAISER, HUSBAND AND WIFE, whose address is 708 RYAN RD, MOORE, OK 73160 (the "Transferor"); and NATALIE JETT and BRANDON M JONES, for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, their heirs and assigns, whose address is 4509 MAGNOLIA DR, BIRMINGHAM, AL 35242 (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 HOME POINT FINANCIAL CORPORATION 2211 OLD EARHART RD #250, ANN ARBOR, MI 48105, its successors and assigns (the "Mortgagee");

WITNESSETH:

WHEREAS:

A Note in the principal sum of \$311,348.00 was executed by KYLE WAYNE KAISER ("Original Obligor(s)") on FEBRUARY 25, 2022, and delivered unto HOME POINT FINANCIAL CORPORATION 2211 OLD EARHART RD #250, ANN ARBOR, MI 48105

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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 # 20220304000089840 ON MARCH 4, 2022 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 \$294,976.61, together with interest thereon at the present rate of 2.875% per annum, in equal monthly installments of \$1,291.76, including interest, on the first day of each month beginning **SEPTEMBER 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 **MARCH 1, 2052**. 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.

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Transferor:


- SELLER - KYLE KAISER

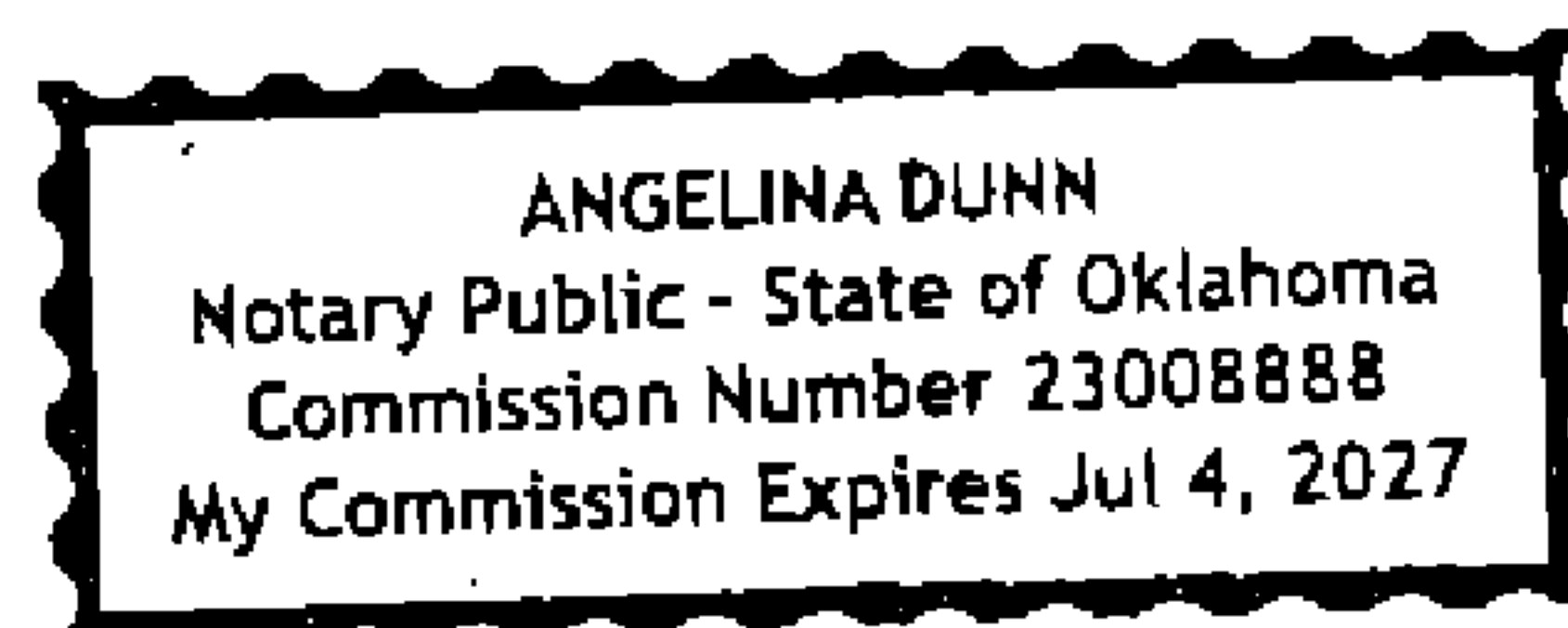

- SELLER - ELLICIA CLAIRE KAISER


ACKNOWLEDGMENT

The State of Oklahoma

Cleveland County

I, Angelina Dunn hereby certify that KYLE KAISER and ELLICIA CLAIRE KAISER, 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 21st day of August A.D. 2024




Notary Public

My Commission Expires: 07/04/2027

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Transferee:

Natalie Jett 8/21/24
- BORROWER - NATALIE JETT - DATE -

Brandon M. Jones 8/21/24
- BORROWER - BRANDON M JONES - DATE -

ACKNOWLEDGMENT

The State of Alabama

Jefferson County

I, Malcolm S. McLeod hereby certify that **NATALIE JETT** and **BRANDON M JONES**, 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 21 day of August A.D. 2024

Notary Public

My Commission Expires: _____

MALCOLM STEWART MCLEOD
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 08/15/26

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Lender:

FREEDOM MORTGAGE CORPORATION

By: Kristin Gallorath
Its: Kristin Gallorath
Supervisor (Printed Name and Title)

ACKNOWLEDGMENT

The State of Indiana
Harrison County

I, Rebecca McCart hereby certify that
Kristin Gallorath of FREEDOM MORTGAGE CORPORATION, A
Supervisor, 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 22nd day of August A.D. 2024.

Notary Public [Signature]



My Commission Expires: 6/10/2026

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Mortgagee:

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

The Bank

its successors and assigns.

By:

Kristin Galbraith

Its:

Assistant Secretary

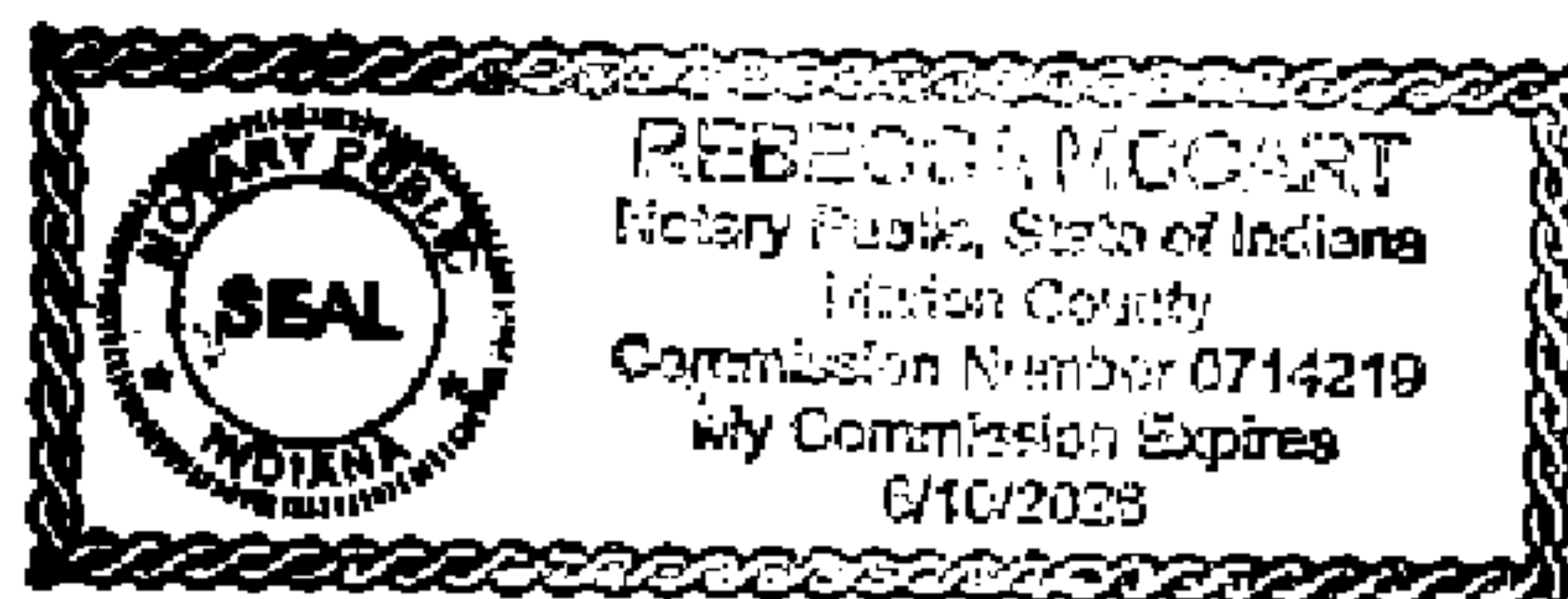
(Printed Name and Title)

ACKNOWLEDGMENT

The State of Indiana

Hamilton County

I, Rebecca McCarth hereby certify that
Kristin Galbraith, 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 22nd day of August A.D. 2024.



[Signature]
Notary Public

My Commission Expires: 6/10/2028

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Borrower: NATALIE JETT and BRANDON M JONES

Property Address: 4509 MAGNOLIA DR, BIRMINGHAM, AL 35242

LEGAL DESCRIPTION

Lot 7, according to the Survey of The Magnollas at Brook Highland, an Eddleman Community as recorded in Map Book 13, Page 102A & B, in the Probate Office of Shelby County, Alabama.

Loan No. 0147937494

Borrower: NATALIE JETT and BRANDON M JONES

AGREEMENT CREATING LIABILITY TO HOLDER AND TO UNITED STATES

FREEDOM MORTGAGE CORPORATION ("Lender", "Servicer" or "Holder", collectively "Holder") has approved NATALIE JETT and BRANDON M JONES ("Borrower") to assume a Department of Veterans Affairs ("VA") residential mortgage loan secured by the property located at 4509 MAGNOLIA DR, BIRMINGHAM, AL 35242 ("Property") ("VA Loan"). KYLE KAISER, and ELLICIA CLAIRE KAISER, HUSBAND AND WIFE ("Seller") is a veteran and the previous borrower of the VA Loan.

By signing below, Borrower agrees to assume all of the obligations of the Seller under the terms of the instruments creating and securing the VA Loan, including the obligation to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by the Assumption Agreement Borrower is executing this same date.

By Borrower's assuming the VA Loan, Seller is released from liability and from repayment of the VA Loan and from any indemnification of claim payment arising from the guaranty or the insurance of the VA Loan.

Borrower is now obligated for repayment of the VA Loan and for the obligation to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

By signing below Borrower, Seller and Holder agree to and understand the terms of this Agreement.

Natalie Jett 8/21/24
- BORROWER - NATALIE JETT - DATE -

Brandon M. Jones 8/21/24
- BORROWER - BRANDON M JONES - DATE -

The State of Alabama

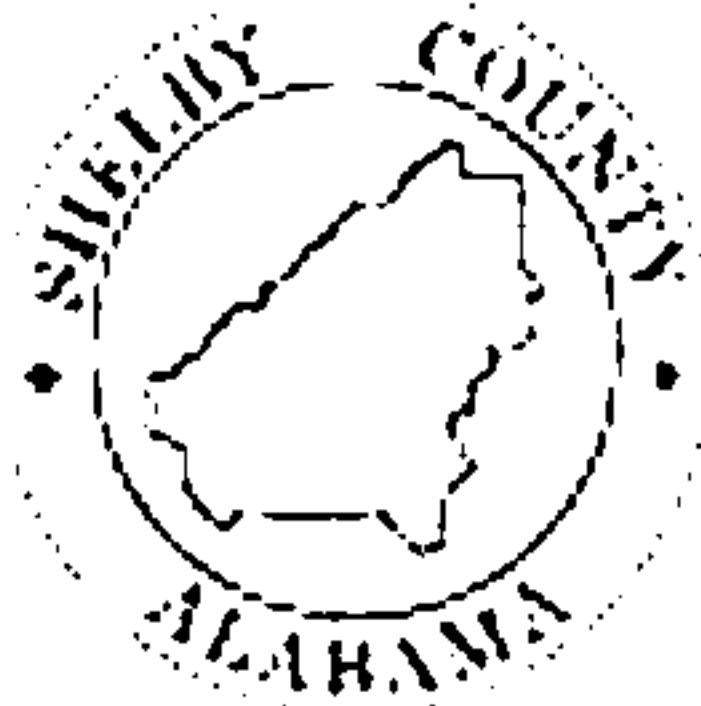
Jefferson County

I, Malcolm S. McLeod hereby certify that NATALIE JETT and BRANDON M JONES, 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 21st day of August A.D. 2024.

Notary Public

My Commission Expires: _____

MALCOLM STEWART MCLEOD
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 08/15/26



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/27/2024 08:25:27 AM
 \$56.00 JOANN
 20240827000266680

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Alvin S. Bayl

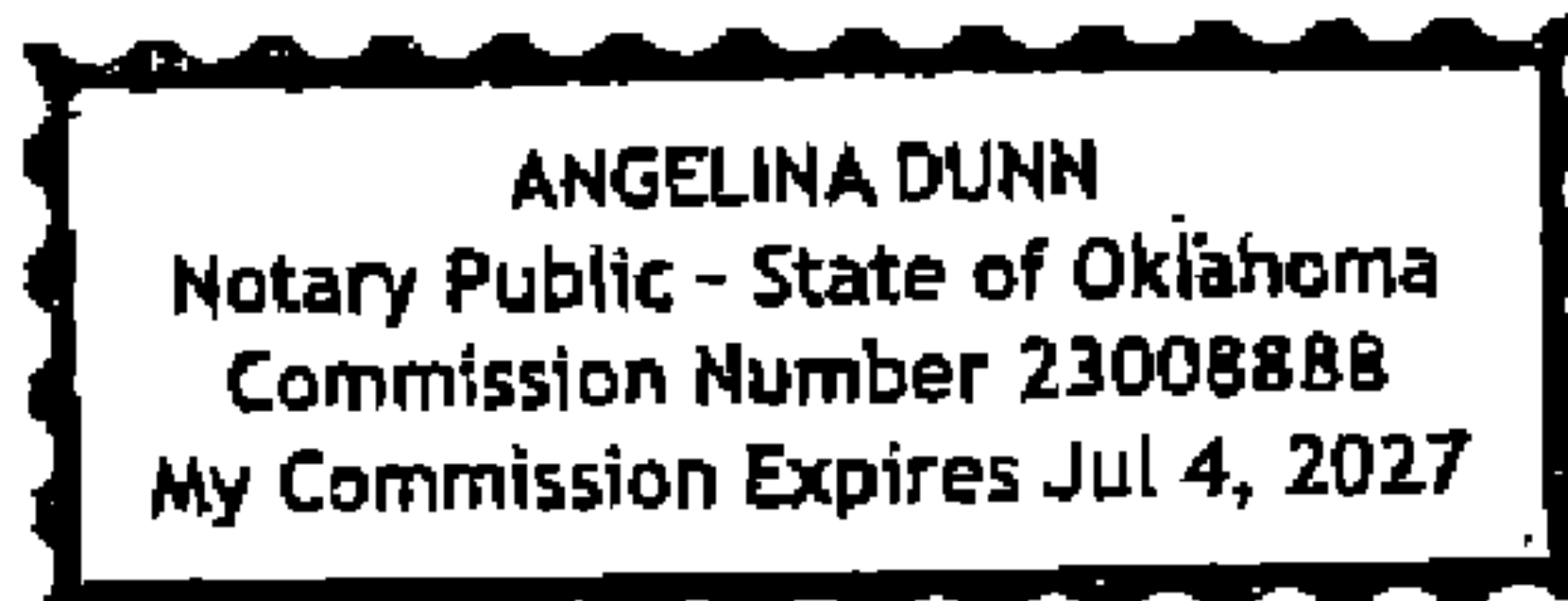
[Signature]
 - SELLER - KYLE KAISER

[Signature]
 - SELLER - ELLICIA CLAIRE KAISER

The State of Oklahoma

Cleveland County

I, Angelina Dunn hereby certify that KYLE KAISER, and ELLICIA CLAIRE KAISER, HUSBAND AND WIFE, 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 21st day of August A.D. 2024.



[Signature]
 Notary Public

My Commission Expires: 07/04/2027

Date: 8/22/2024

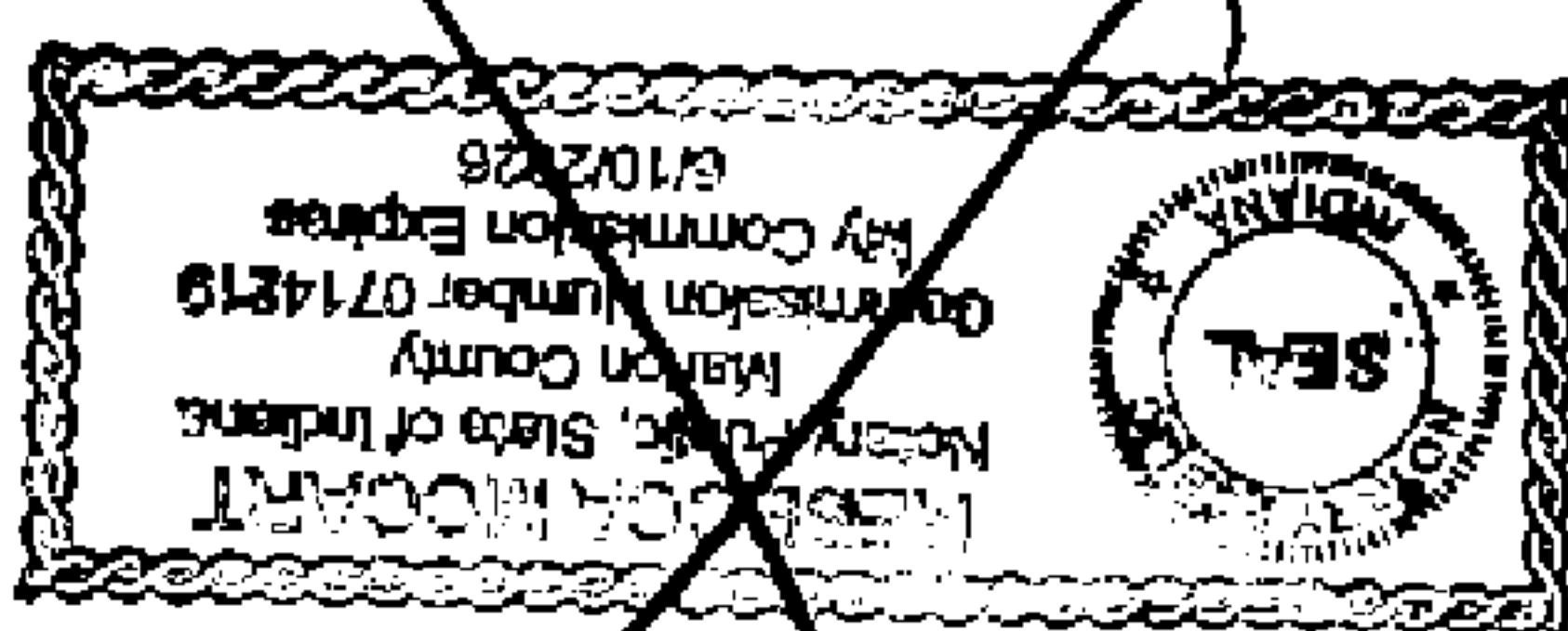
FREEDOM MORTGAGE CORPORATION

By: *[Signature]*
 Its: Kristin Galbraith
Supervisor (Printed Name and Title)

The State of Indiana

Hamilton County

I, Rebecca Helton hereby certify that Kristin Galbraith 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 22nd day of August A.D. 2024.



[Signature]
 Notary Public

My Commission Expires: 6/10/2026

