

THIS INSTRUMENT WAS PREPARED BY:
FOSTER D. KEY, ATTORNEY
POST OFFICE BOX 360345
BIRMINGHAM, ALABAMA 35236



20241004000311040 1/3 \$29.00
Shelby Cnty Judge of Probate, AL
10/04/2024 09:39:15 AM FILED/CERT

MORTGAGE ASSUMPTION AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS AGREEMENT made this 15th day of SEPTEMBER, 2024, by and between Uriel Aguirre Toledo, hereinafter called "Mortgagor" (whether one or more); and Fernando Castillo Almora and wife Veronica Amezcua Rodriguez, hereinafter called "Purchasers" (whether one or more).

WHEREAS, Mortgagor is liable for payment to the Lender of a Promissory Note in the original sum of \$97,000.00 dated November 21, 2023; which Note is secured by a Mortgage of the same date recorded in the Office of the Judge of Probate of Shelby County, Alabama; in Instrument No. 20231127000342730, securing real estate situated in Shelby County, Alabama, to-wit:

Lot 6, according to the survey of Blueberry Estates, as recorded in Map Book 5, Page 72, in the Probate Office of Shelby County, Alabama.

and Dinero Financial, Inc. now being the owner and holder of said Note and Mortgage, and;

WHEREAS, Mortgagor has conveyed or is about to convey the said real property described in said Mortgage to the Purchasers; NOW THEREFORE, in consideration of the premises and of the agreement set forth herein, it is hereby agreed as follows:

1. Purchasers agree to perform each and all of the obligations provided in said Mortgage to be performed by Mortgagor at the time, and in the manner in all respects as therein provided.
2. Purchasers agree to be bound by each and all of the terms and provisions of said Mortgage as though said Note and Mortgage, had originally been made, executed and delivered by Purchasers.
3. That the real property together with all improvements thereon described in said Mortgage shall remain subject to the lien, charge, or encumbrances of said Mortgage, and nothing herein contained or done pursuant hereto shall effect or be construed to effect the liens, charges, or encumbrances or except as therein otherwise expressly provided to release or effect the liability under or on account of said Note and Mortgage.
4. That in this Agreement, the singular number includes the plural, and plural number includes the singular.




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5. That this Agreement applies to and binds all parties hereto and their respective heirs, devisees, administrators, executors, successors, and assigns.

PURCHASERS:


Fernando Castillo Almora


Veronica Amezcua Rodriguez

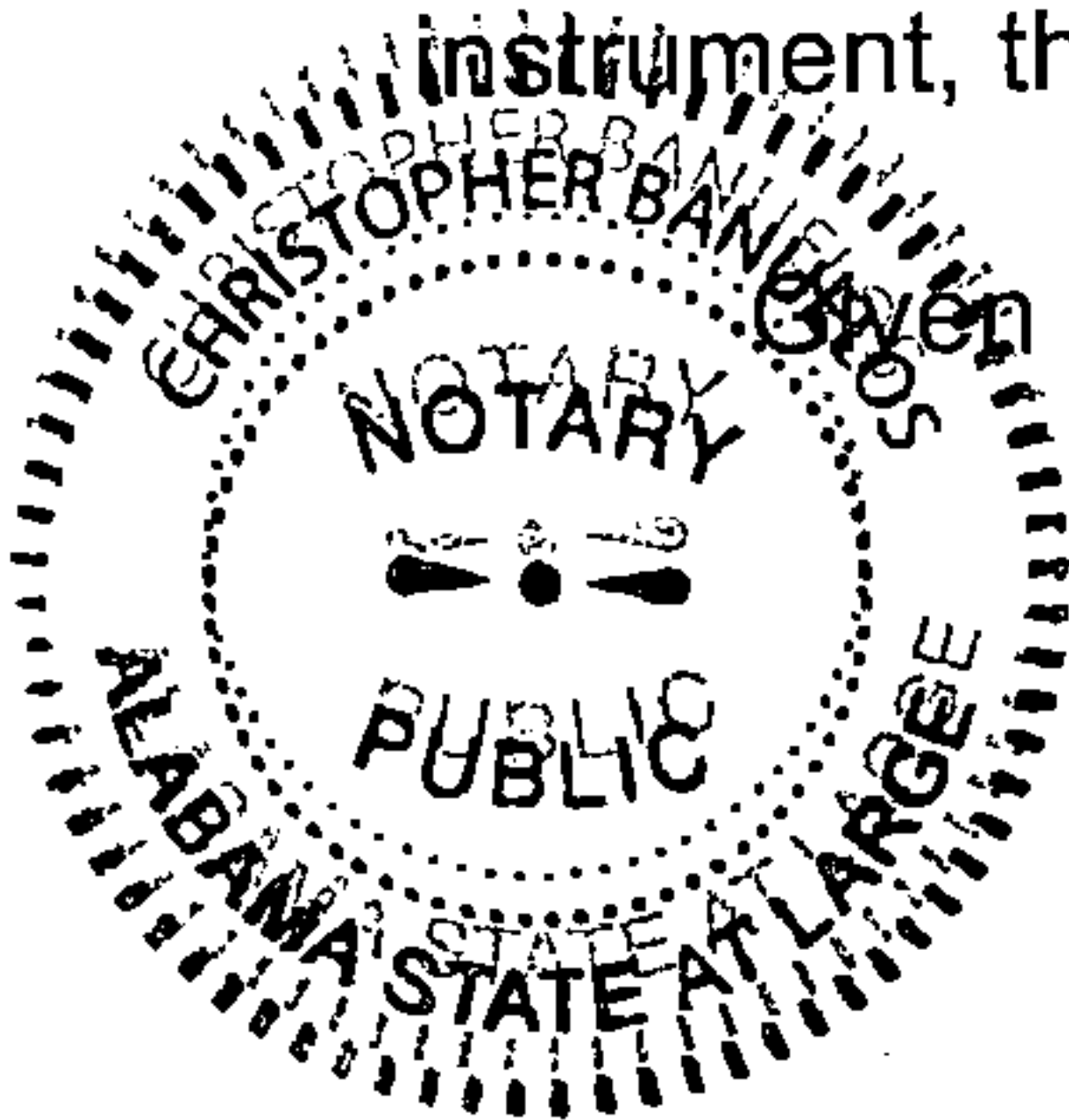
MORTGAGOR:


Uriel Aguirre Toledo


STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Fernando Castillo Almora and wife Veronica Amezcua Rodriguez, whose names as Purchasers is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of SEPTEMBER, 2024.



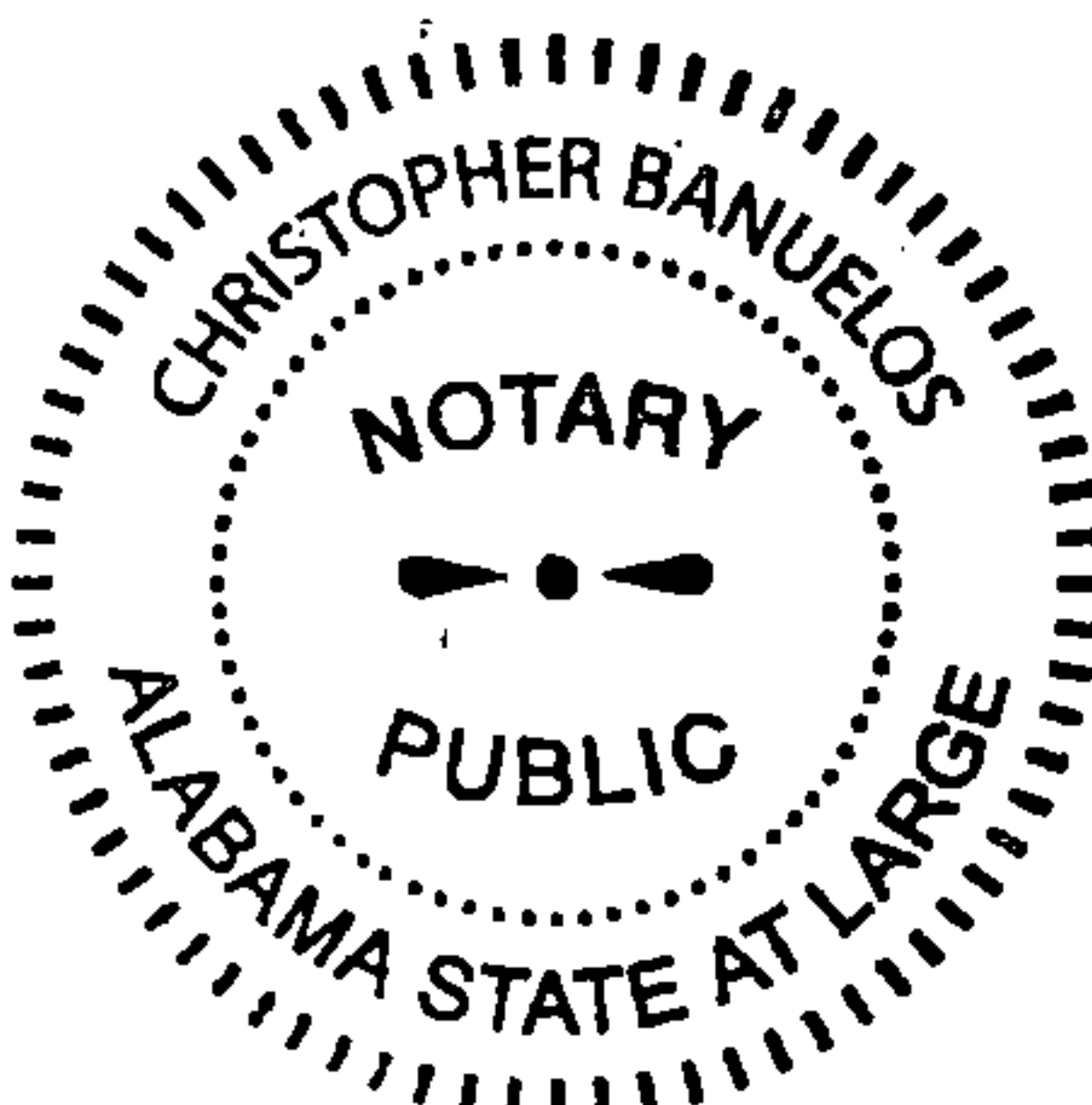
STATE OF ALABAMA)
SHELBY COUNTY)



NOTARY PUBLIC
My Commission Expires: 03/15/2027

Christopher Banuelos
Notary Public, Alabama State At Large
My Commission Expires 03/15/2027

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Uriel Aguirre Toledo, whose name as Mortgagor is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of SEPTEMBER, 2024.




NOTARY PUBLIC
My Commission Expires: 03/15/2027

Christopher Banuelos
Notary Public, Alabama State At Large
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ACCEPTANCE BY LENDER

Dinero Financial, Inc., the Mortgagee, does hereby consent and accept and approve the foregoing Mortgage Assumption Agreement.

DATED this 25th day of September, 2024.

MORTGAGEE

BY:

AS:

