
Lender Loan Number: 7440820657
Order No: 7440820657
MIN Number: 1000204-2000388326-5
MERS Phone Number: 1-888-679-6377
Property Address: 359 Rock Terrace Dr, Helena, AL 35080
When Recorded Return to: Indecomm Global Services
Mail Stop: FD-BV-9902
1427 Energy Park Drive
St. Paul, MN 55108
Or any electronic final documents (Recorded Mortgage/Title Policy) may be emailed to Indecomm at: Bayview.Viewpoint@indecomm.net

This instrument was prepared by (without benefit of title search):
Lauren Sonnier (AL Bar ID: DUV002)
Law Offices of Lauren Sonnier, PLLC
P. O. Box 1516
Ocean Springs, MS 39566
228-327-1424

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Assumption Agreement") is entered into effective as of the 20th day of September, 20 24, by and among **DONALD GIVEN a/k/a DONALD EUGENE GIVEN** and **BLEND A GIVEN a/k/a BLEND A E. GIVEN**, husband and wife ("Original Borrower(s)"), **KERSHUN THOMAS** and **SANTANNA THOMAS**, husband and wife, ("New Borrower(s)"), and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LAKEVIEW LOAN SERVICING LLC**, ("Lender").

RECITALS

- A. Original Borrower(s) obtained a mortgage loan ("Loan") from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR DHI MORTGAGE COMPANY, LTD.**, ("Original Lender"), which Loan is secured by

certain Land and Improvements (“**Property**”), located in the County of Shelby, and State of Alabama. The Land is more particularly described in Exhibit A, attached to this Assumption Agreement.

- B. Original Borrower(s) executed a promissory note evidencing the Loan, dated March 29, 2022, in the original principal amount of \$505,455.00, payable to Lender (“**Note**”), and, if applicable, any other accompanying security agreements (“**Loan Agreement**”) further setting forth the terms of the Loan.
- C. To secure repayment of the Loan, Original Borrower(s) executed and delivered to Lender a Mortgage (“**Security Instrument**”) of even date with the Note, which is recorded in the land records of Shelby County, Alabama (“**Land Records**”) as Instrument No. 20220401000134280. The term “**Original Loan Documents**” means the Note, the Security Instrument, the Loan Agreement, all guaranties, all indemnity agreements, all collateral agreements, UCC filings, or any other documents now or in the future executed by Original Borrower(s) or New Borrower(s), any guarantor or any other Person in connection with the Loan evidenced by the Note, as such documents may be amended from time to time.
- D. Original Borrower(s) has transferred or has agreed to transfer all of its right, title, and interest in and to the Mortgaged Property to New Borrower(s) and New Borrower(s) has agreed to assume all of Original Borrower(s)’s rights, obligations, and liabilities created or arising under certain of the Original Loan Documents, including the Security Instrument, with certain modifications, if any to the Security Instrument, as set forth in Exhibit B to this Assumption Agreement (“**Assumption**”).
- E. Capitalized terms not defined in this Assumption Agreement will have the meanings given to them in the Security Instrument.

AGREEMENT

NOW, THEREFORE, in consideration of these premises, the mutual covenants contained in this Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Assumption of Obligations. New Borrower(s) covenants, promises, and agrees that New Borrower(s), jointly and severally if more than one, will unconditionally assume and be bound by all terms, provisions, and covenants of the Note and the Security Instrument as if New Borrower(s) had been the original maker of the Note and Security Instrument. New Borrower(s) will pay all sums to be paid and perform each and every obligation to be paid or performed by Original Borrower(s) under and in accordance with the terms and conditions of the Note, Security Instrument, the Loan Agreement and all other Original Loan Documents assumed by New Borrower(s). Notwithstanding the foregoing, however, New Borrower(s) and Lender may enter into an Amendment to Loan Agreement to modify certain terms of the Loan Agreement.

2. Modification of Security Instrument. New Borrower(s) and Lender agree that the provisions of the Security Instrument are modified as set forth in Exhibit B to this Assumption Agreement.

3. Lender's Consent. Subject to the satisfaction of all conditions set forth in this Assumption Agreement, Lender consents to the Assumption.

4. Miscellaneous.

(a) This Assumption Agreement will be binding upon and will inure to the benefit of the parties to the Assumption Agreement and their respective heirs, successors, and permitted assigns.

(b) Except as expressly modified by this Assumption Agreement, the Security Instrument will be unchanged and remain in full force and effect, and is hereby expressly approved, ratified, and confirmed. No provision of this Assumption Agreement that is held to be inoperative, unenforceable or invalid will affect the remaining provisions, and to this end all provisions of this Assumption Agreement are declared to be severable.

(c) Time is of the essence of this Assumption Agreement.

(d) This Assumption Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(e) This Assumption Agreement will be construed in accordance with the laws of the State of Alabama.

(f) This Assumption Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.

5. Executed Original. An executed original of this Assumption Agreement will be recorded in the Land Records as a modification to the Security Instrument.

6. Attached Exhibits. The following Exhibits, if marked with an "X", are attached to this Assumption Agreement:

- ☒ Exhibit A Legal Description of the Land (required)
- ☒ Exhibit B Modifications to Security Instrument

Original Borrower(s) executes this Assumption Agreement solely to acknowledge New Borrower(s)'s assumption of the Loan, without Original Borrower(s) incurring any newly-created obligations or liabilities by its execution of this Assumption Agreement.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Signed the 20 day of September, 20 24.

New Borrower(s): **KERSHUN THOMAS** and **SANTANNA THOMAS**

Kershun Thomas
KERSHUN THOMAS

Santanna Thomas
SANTANNA THOMAS

Printed Name: **KERSHUN THOMAS** and **SANTANNA THOMAS**
Address for Notice: 359 Rock Terrace Drive

STATE OF Alabama, COUNTY OF Texas, SS:

I, Connie Evans, a Notary Public for the State of Alabama, do hereby certify that **KERSHUN THOMAS** and **SANTANNA THOMAS**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand this the 20th day of September, 20 24.

(NOTARY SEAL)

Connie Evans
Notary Public

My commission expires:



Signed the 20 day of September, 20 24.

Original Borrower(s): **DONALD GIVEN a/k/a DONALD EUGENE GIVEN and BLEND A GIVEN a/k/a BLEND A E. GIVEN**

Donald Given

DONALD GIVEN
a/k/a DONALD EUGENE GIVEN

Blenda Given

BLEND A GIVEN
a/k/a BLEND A E. GIVEN

Printed Name: **DONALD GIVEN a/k/a DONALD EUGENE GIVEN and BLEND A GIVEN a/k/a BLEND A E. GIVEN**

Address for Notice: 359 Rock Terrace Dr, Helena, AL 35080

STATE OF Alabama, COUNTY OF Tetters:

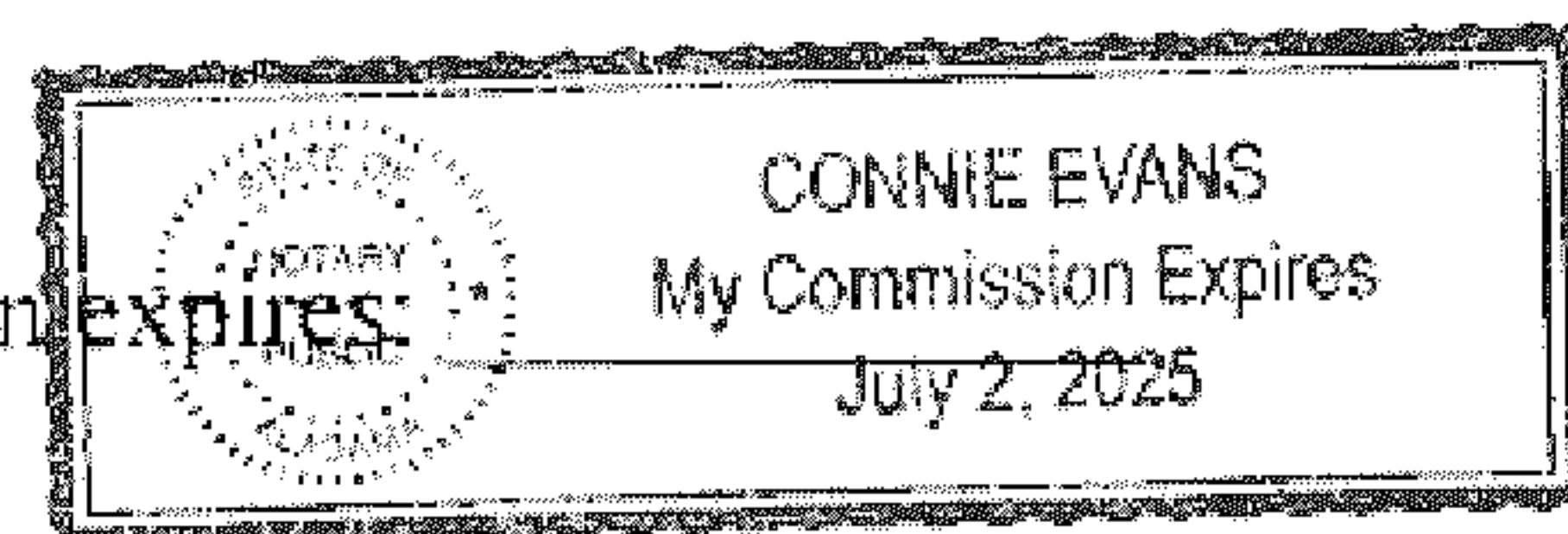
I, Connie Evans, a Notary Public for the State of Alabama do hereby certify that **DONALD GIVEN a/k/a DONALD EUGENE GIVEN and BLEND A GIVEN a/k/a BLEND A E. GIVEN**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand this the 20th day of September, 20 24.

(NOTARY SEAL)

Connie Evans
Notary Public

My commission expires:



Signed the 12th day of September, 20 24.

Consented to by Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
AS NOMINEE FOR LAKEVIEW LOAN SERVICING LLC**



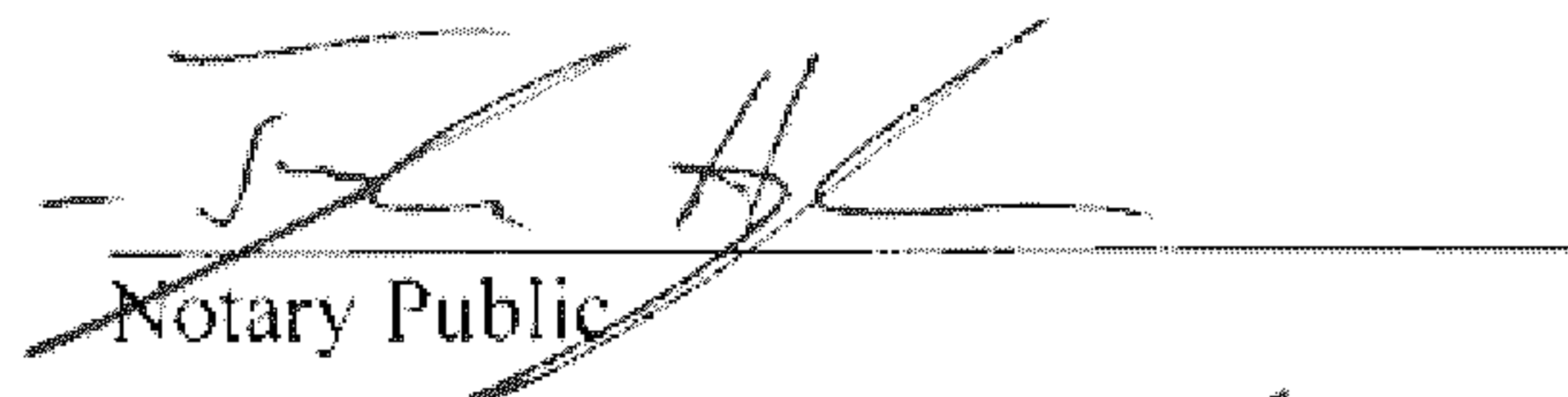
Printed Name: **Brian P. Rippert**
Title: **Vice President**
Address for Notice: **4425 Ponce de Leon Blvd.
Coral Gables, FL 33146**

STATE OF PA, COUNTY OF Montgomery, SS:

I, Tyler Hughes, a Notary Public for the State of Pennsylvania, do hereby certify that personally came Brian P. Rippert in the capacity as Vice President of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LAKEVIEW LOAN SERVICING LLC**, the Lender in the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand this the 12th day of September, 20 24.

(NOTARY SEAL)


Notary Public

My commission expires: 3/9/2025

Commonwealth of Pennsylvania - Notary Seal
Tyler Hughes, Notary Public
Montgomery County
My commission expires March 9, 2025
Commission number 1394271
Member, Pennsylvania Association of Notaries

EXHIBIT A
LEGAL DESCRIPTION

Lot 32, Creekview Sector 2, according to the map or plat thereof, recorded in Plat Book 54, Pages 68A and 68B, in the Probate Office of Shelby County, Alabama.

Parcel ID Number: 12-7-26-1-003-013.000

Commonly Known As: 359 Rock Terrace Dr, Helena, AL 35080

EXHIBIT B

MODIFICATIONS TO SECURITY INSTRUMENT

- I. As used in the Security Instrument, all references to Borrower(s) will be deemed to refer to New Borrower(s).



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/12/2024 10:02:10 AM
\$48.00 DANIEL
20241112000350290

Allie S. Bayl