

Return To:
PennyMac Loan Services, LLC
Attn: Qualified Assumptions
6101 Condor Drive
Moorpark, CA 93021

This document was prepared by: Jina Castellano
PennyMac Loan Services, LLC
6101 Condor Drive
Moorpark, CA 93021

[Space Above This Line For Recording Date]

Loan No: 8201999236

Min No: 100020420004378026
FHA Case# 013-0016401-703-203B

ASSUMPTION AND RELEASE AGREEMENT

This Release Agreement ("Agreement") is made effective as of March 12, 2025 by and among, Devrick Jerrod Mostella ("Released Party"), Christopher Blackwell and Alana M. Blackwell ("Retaining Borrower"), (collectively, Retaining Borrower and Released Borrower, shall be known as the "Borrowers"), and PennyMac Loan Services, LLC ("PennyMac").

RECITALS:

A. PennyMac is the holder of that certain Note the ("Note"), dated April 29, 2022 in the original principal amount of \$362,677.00 made by the Borrowers to MERS Inc., as Nominee for DHI Mortgage Company, Ltd. ("Original Lender"), which Note evidences a loan ("Loan") made by Original Lender to the Borrowers. To secure the repayment of the Note, the Borrowers also executed and delivered a Mortgage/Deed of Trust (the "Security Instrument"), dated April 29, 2022 recorded on April 29, 2022 in Book N/A at Page N/A, Instrument / Case No. 20220429000176520 in the official records of Shelby County, AL, having an address of 508 Rock Terr Way, Helena, AL 35080 granting a lien on the property described in the Security Instrument (the "Property"). The Borrowers are liable for the payment and performance of all of Borrowers' obligations under the Note, the Security Instrument and all other documents executed in connection with the Loan, (collectively, the "Loan Documents"). Each of the Loan Documents has been duly assigned or endorsed to PennyMac. The current servicer of the Loan is PennyMac.

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: «Loan_Officer»
NMLS ID: «Loan_Officer_NMLS»

C. PennyMac has been asked to consent to the release of the Released Borrower's ownership interest in the Property to the Retaining Party (the "Transfer") and the assumption by the Retaining Borrower as the sole obligee of the obligations of the Borrowers, as well as a release of liability under the Note on the part of the Released Borrower.

D. PennyMac has agreed to consent subject to the terms and conditions stated below.

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and PennyMac agree as follows:

1. Assumption by the Retaining Borrower of Sole Liability for the Note. The Retaining Borrower hereby assumes sole liability under the provisions of the Loan Documents.
2. Consent to Transfer. PennyMac hereby consents to the Transfer and to the assumption by the Retaining Borrower of all of the obligations of the Borrowers under the Loan Documents, subject to the terms and conditions set forth in this Agreement. PennyMac's consent to the Transfer is not intended to be and shall not be construed as a consent to any subsequent transfer which requires the Lender's consent pursuant to the terms of the Security Instrument.
3. Release of Released Borrower. PennyMac hereby releases Devrick Jerrod Mostella, the Released Borrower, from all of its obligations under the Loan Documents.
4. Real Property Records. The Borrowers are responsible for maintaining and updating the real property records of the County in which the Property is located to reflect the current ownership of the Property.
5. Financial Information. The Retaining Borrower represents and warrants to PennyMac that all financial information and information regarding the capability of Retaining Borrower provided to PennyMac was true and correct as of the date provided to PennyMac and remains materially true and correct as of the date of this Agreement.

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: Justin Syracuse
NMLS ID: 1998260

6. Miscellaneous.

- (a) This Agreement shall be construed according to and governed by the laws of the jurisdictions in which the Property is located without regard to its conflicts of law principles.
- (b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.
- (c) No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.
- (d) The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.
- (e) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.
- (g) THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: Justin Syracuse
NMLS ID: 1998260

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

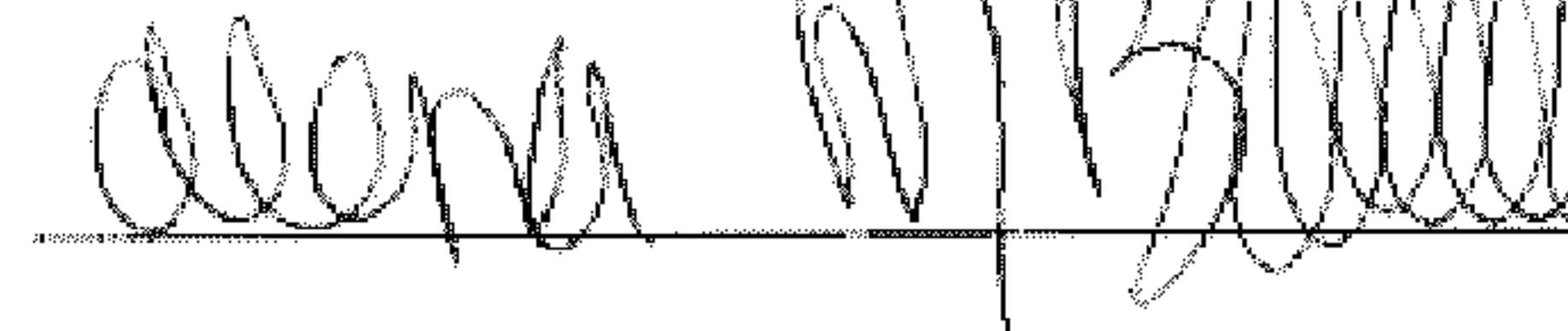
RETAINING BORROWER:

 (Signature)

Name: Christopher Blackwell

Date: 3/13/25

RETAINING BORROWER:

 (Signature)

Name: Alana M. Blackwell

Date: 3/13/25

STATE OF ALABAMA

COUNTY OF SHELBY

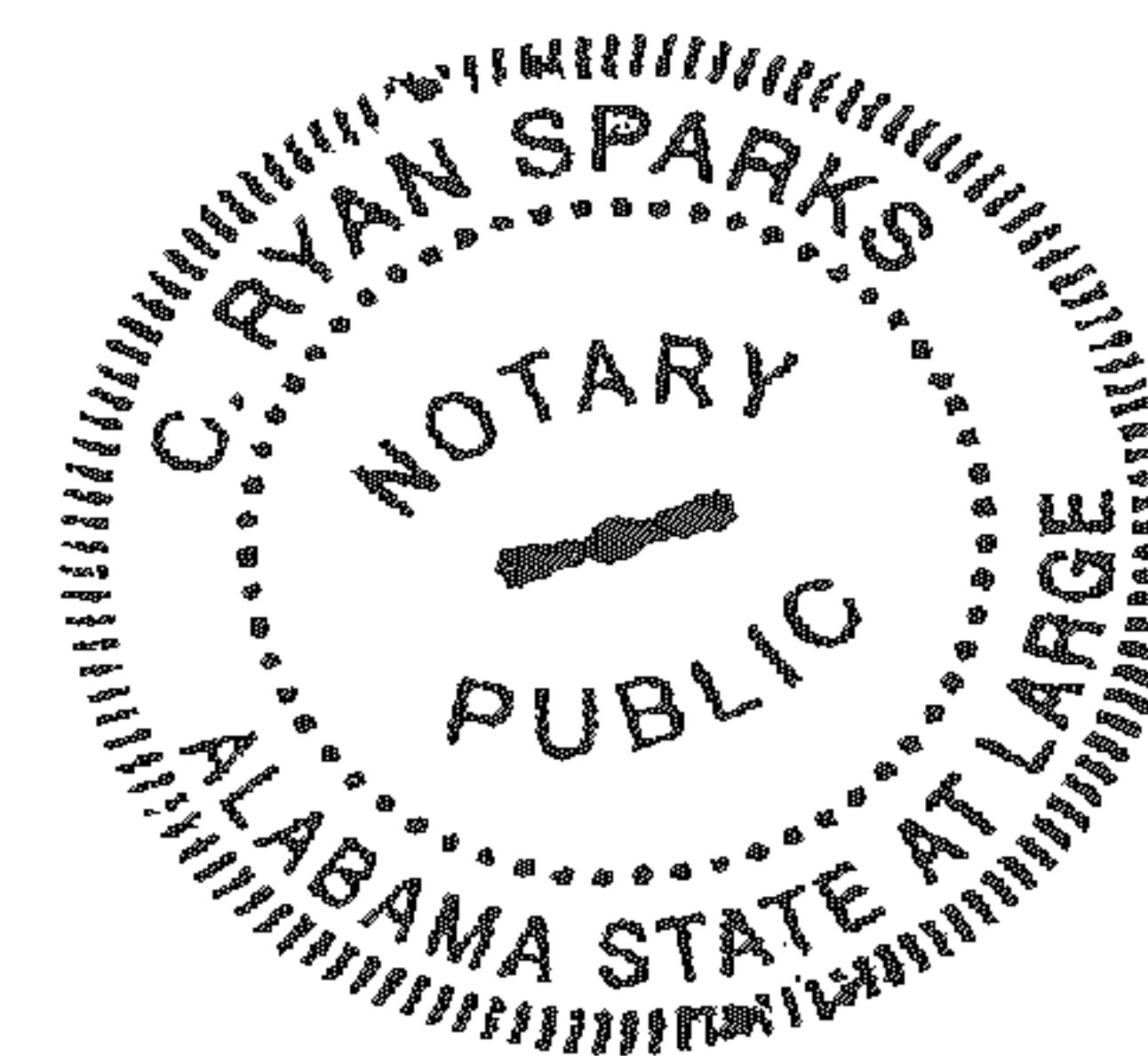
Personally appeared before me, the undersigned authority in and for the said County and State, on this 13 day of March, 2025, within my jurisdiction, the within named Christopher Blackwell and Alana M. Blackwell who acknowledged that he/she/they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 13 DAY OF March, 2025.



NOTARY PUBLIC

My Commission Expires: 12/18/27



Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: Justin Syracuse

NMLS ID: 1998260

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RELEASED PARTY:

(Signature)

Name: Devrick Jerrod Mostella

Date: 3/13/25

STATE OF Alabama

COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13 day of March, 2025, within my jurisdiction, the within named

Devrick Jerrod Mostella

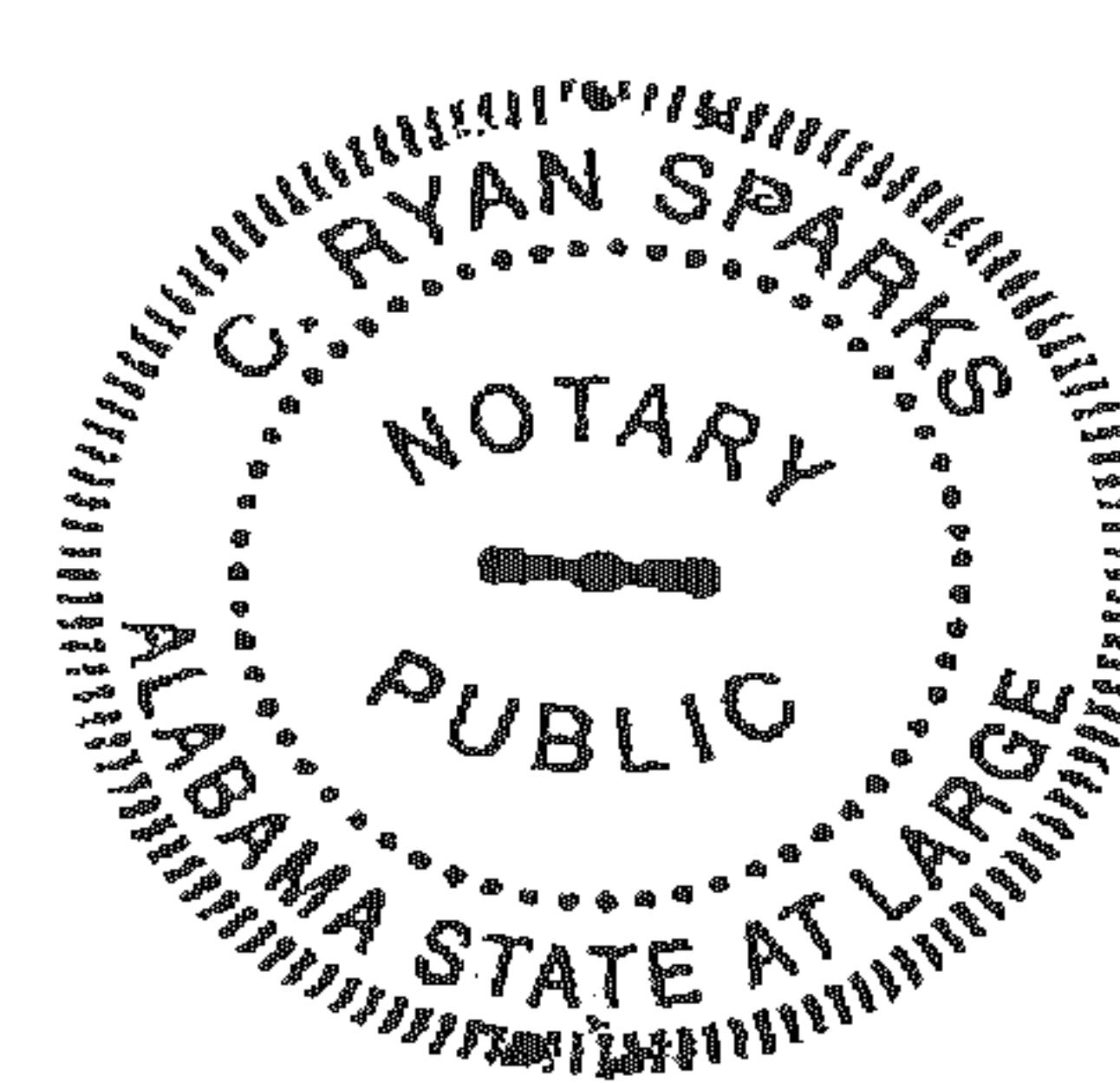
who acknowledged that he/she/they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 13 DAY OF March, 2025.

OC

NOTARY PUBLIC

My Commission Expires: 12/13/27



Lender: PennyMac Loan Services, LLC
 NMLS ID: 35953
 Loan Originator: Justin Syracuse
 NMLS ID: 1998260

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PENNYMAC LOAN SERVICES, LLC

By: 

Name: Karen Denton
First Vice President

Title: MAR 17 2025

Date:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ day of _____, 2025, within my jurisdiction, the within named

_____, who acknowledged that he/she/they signed, delivered and executed the
above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE _____ DAY OF _____, 2025.

SEE ATTACHED

NOTARY PUBLIC

My Commission Expires: _____

Lender: PennyMac Loan Services, LLC

NMLS ID: 35953

Loan Originator: Justin Syracuse

NMLS ID: 1998260

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Ventura)

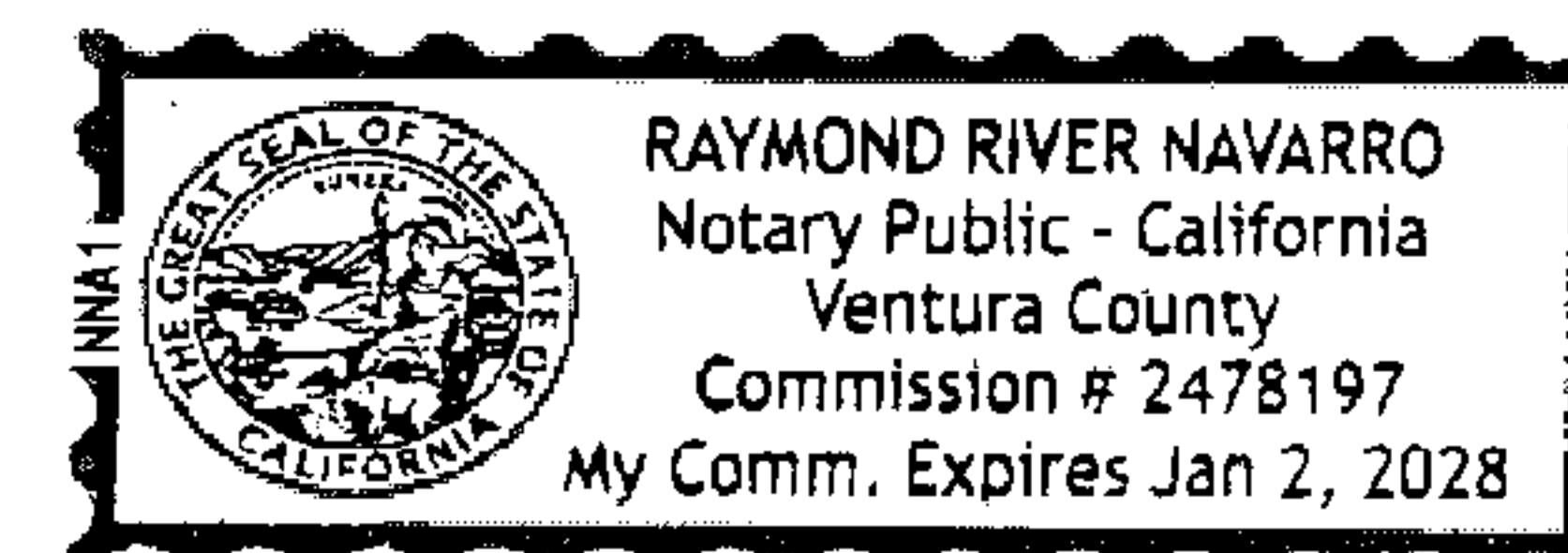
On 3/17/2025 before me, Raymond River Navarro, Notary Public
(insert name and title of the officer)

personally appeared Karen Denton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

LEGAL DESCRIPTION

Lot 116, Creekview Sector 2, according to the map or plat thereof, recorded in Plat Book 54, Page(s) 68A and 68B, in the Office of the Judge of Probate of Shelby County, Alabama.

This is a first lien purchase money mortgage. The entire proceeds of the loan are being applied to the herein described real property being conveyed simultaneously herewith.

Commonly known as: 508 Rock Terr Way, Helena, AL 35080



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/20/2025 09:54:06 AM
\$45.00 JOANN
20250320000082520

Allen S. Bayl

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: Justin Syracuse
NMLS ID: 1998260