

Documents Prepared By:
Christina Seeley
Freedom Mortgage Corporation
30 Lake Ctr 401 Rte 73 Ste 110
Marlton, NJ 08053-3426
(800) 220-3333

After Recording Return To:
Freedom Mortgage Corporation
ATTENTION: Final Documents
P.O. Box 8001
Fishers, IN 46038-8001
(800) 220-3333

Loan #: **0160082012-01**

ASSUMPTION AND RELEASE OF LIABILITY AGREEMENT

MIN: **100853701046516091** MERS Phone: 1-888-679-MERS (6377)

THIS AGREEMENT, made this **July 25, 2025**, between **James Walls, Single**, whose address is **441 Marsh Cir, Calera, AL 35040** (the "Transferor"); and **Erwin J Walls, Single**, whose address is **441 MARSH CIRCLE, CALERA, AL 35040-0000 United States** (the "Transferee"); and **Freedom Mortgage Corporation**, whose address is **951 Yamato Road, Suite 175, Boca Raton, FL 33431**, (the "Lender"); MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., whose address is P.O. Box 2026, Flint, MI 48501-2026, acting solely as nominee for **LOANDEPOT.COM PO BOX 5710,, CHICAGO,, IL 92610**, its successors and assigns (the "Mortgagee");

WITNESSETH:

WHEREAS:

A Note in the principal sum of **\$151,000.00** was executed by **James Walls**





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("Original Obligor(s)") on **February 9, 2022**, and delivered unto **LOANDEPOT.COM PO BOX 5710,, CHICAGO,, IL 92610** 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 **20220420000161510** ON **April 20, 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 **\$138,021.70**, together with interest thereon at the present rate of **3.750%** per annum, in equal monthly installments of **\$699.30**, including interest, on the first day of each month beginning **August 1, 2025**, 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, 2051**. 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



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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 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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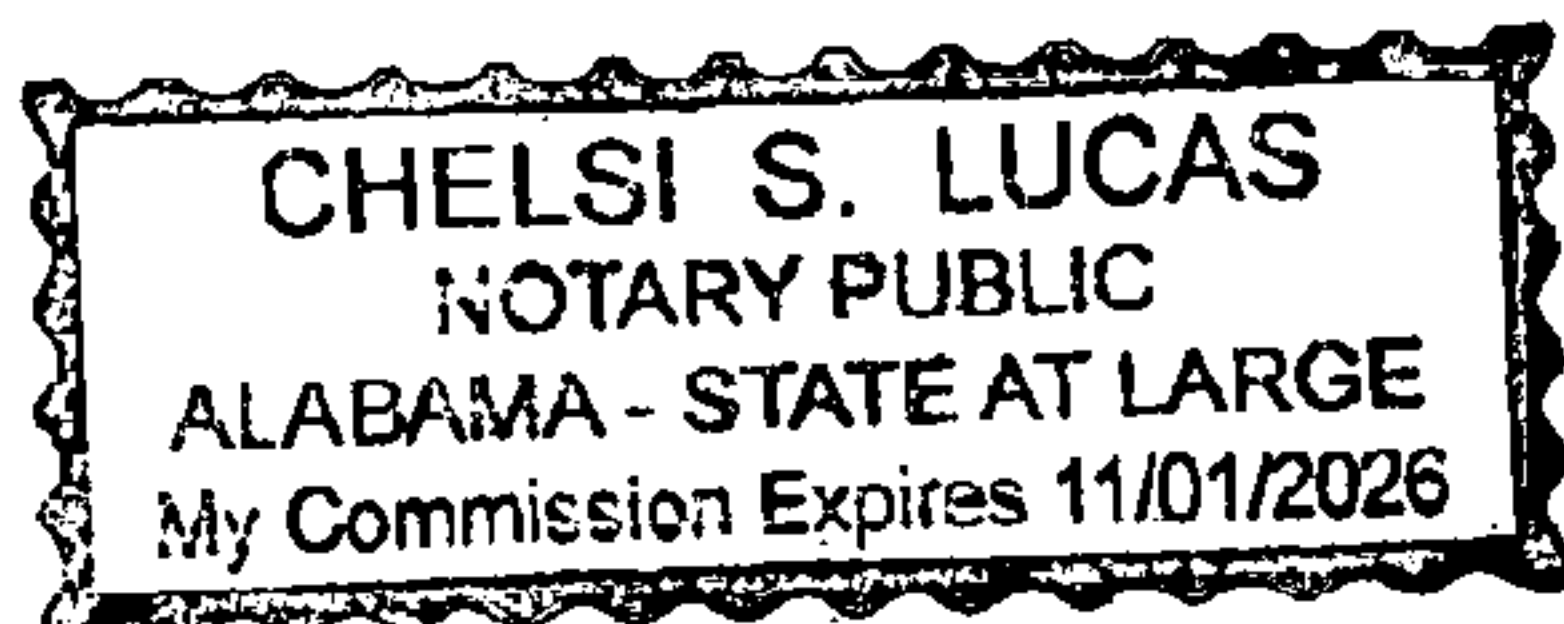
Transferor:

James Walls 7/25/25
- SELLER - James Walls - DATE -

ACKNOWLEDGMENT

The State of Alabama
Jefferson County

I, Chelsi S. Lucas hereby certify that **James Walls**, 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 28th day of July 2025 A.D.



Chelsi S. Lucas
Notary Public

My Commission Expires: 11/01/2026



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Transferee:

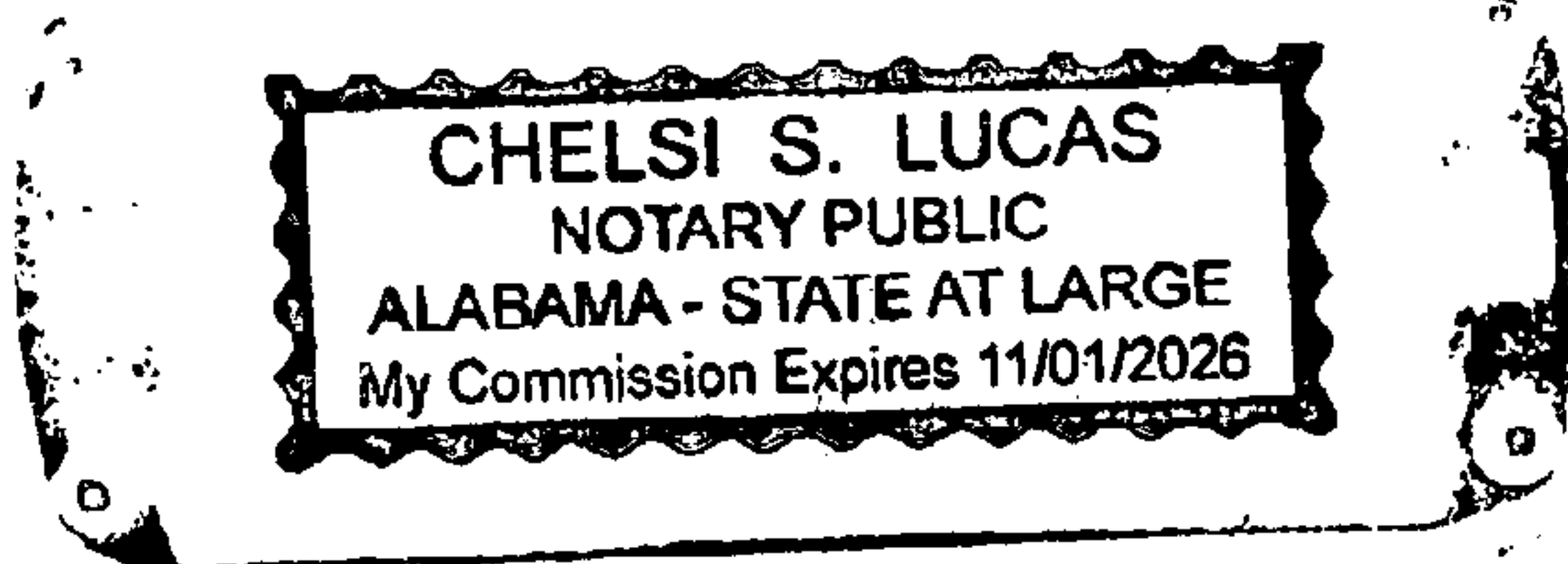
Erwin J Walls 7-25-25
- BORROWER - ERWIN J WALLS - DATE -

ACKNOWLEDGMENT

The State of Alabama
Jefferson County

I, Chelsi S. Lucas hereby certify that **Erwin J Walls**,
Single, 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 25th
day of July A.D. 2025.

Chelsi S. Lucas
Notary Public



My Commission Expires: 11/01/2026



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Lender:

Freedom Mortgage Corporation

By:

Its:

Adriana Ayala Processor
(Printed Name and Title)

ACKNOWLEDGMENT

The State of

Indiana

Hamilton

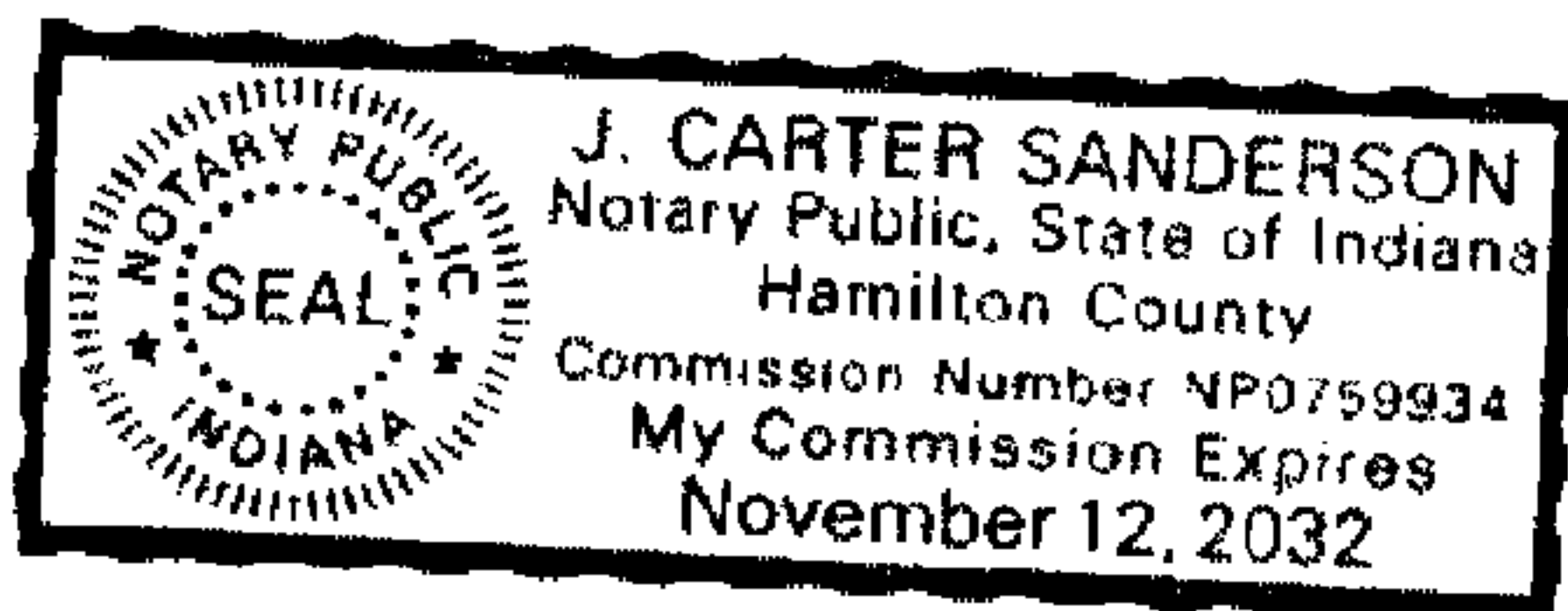
County

I, J. Carter Sanderson

Adriana Ayala

hereby certify that
of **Freedom Mortgage Corporation, A Corporation**,
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 31
day of July A.D. 2025.

Notary Public



My Commission Expires: Nov 12 2032



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Mortgagee:

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

LouDePot.com

its successors and assigns.

By

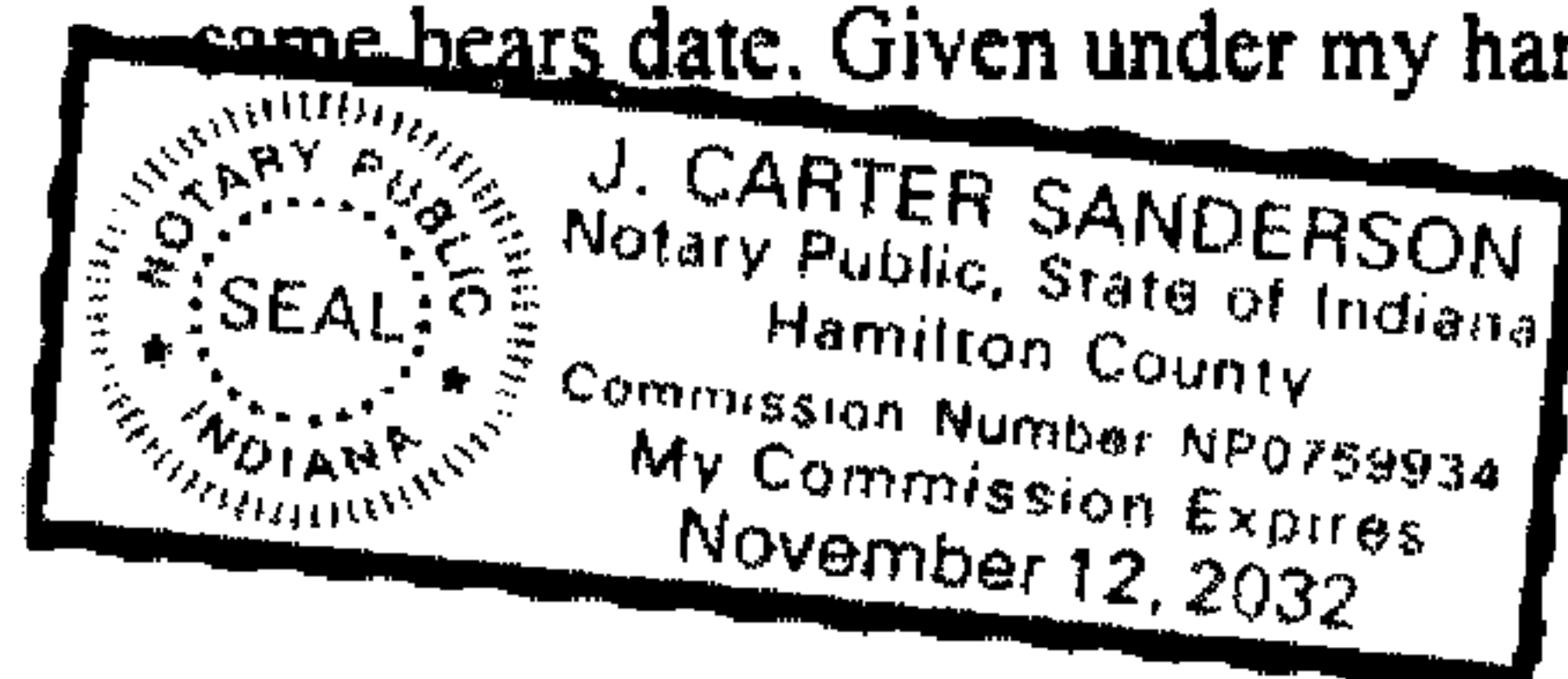
Its

Adriana Ayala ^{Asst.} Secretary
(Printed Name and Title)

ACKNOWLEDGMENT

The State of Indiana
Hamilton County

I, J. Carter Sanderson hereby certify that
Adriana Ayala, 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 31 day of July A.D. 2025.



[Signature]
Notary Public

My Commission Expires: Nov 12 2032



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Borrower: **ERWIN J WALLS**

Property Address: **441 Marsh Cir, Calera, AL 35040**

LEGAL DESCRIPTION

Paste final legal description here then photocopy.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF



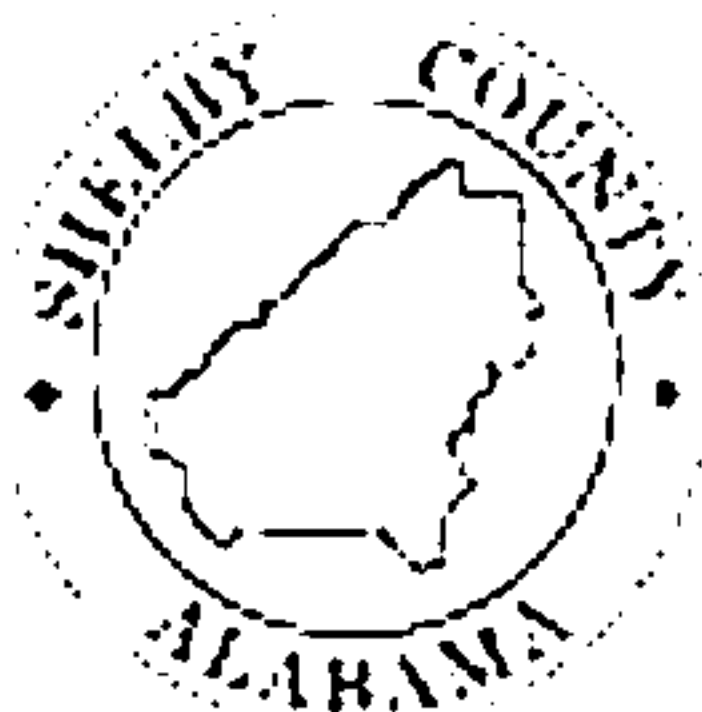
Exhibit A
Legal Description

Lot 157, according to the Amended Map of Old Ivy Subdivision Phase I, as recorded in Map Book 36, Page 5A and 5B. in the Probate Office of Shelby County, Alabama.

Together with reservations, conditions, powers of attorney, easements. options. covenants, agreements, limitations on title and all other provisions contained in or incorporated by reference into the Declaration of Covenants, Conditions and Restrictions for Old Ivy Subdivision recorded in Instrument 20051104000574530 and Supplemental Declaration of Covenants, Conditions and Restrictions as recorded in Instrument 20120504000157040, in the Probate Office of Shelby County, Alabama, in the By-Laws, in any instruments creating the estate or interest and in any other instrument referred to in any of the instruments as aforesaid.

Being the same property as conveyed from D.R. Horton, Inc. - Birmingham to Erwin J. Walls and James Walls, as joint tenants, with right of survivorship as set forth in Deed Instrument #20140710000208920 dated 06/27/2014, recorded 07/10/2014, SHELBY County, ALABAMA.

Parcel ID: 28 6 23 0 000 011.069



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/12/2025 01:52:34 PM
\$51.00 KELSEY
20250812000246430

Allen S. Bayl