

Recording Requested By/Return To:
INDECOMM GLOBAL SERVICES
ATTN: FD NR 9915
1427 ENERGY PARK DR.
ST. PAUL, MN 55108

This Instrument Prepared By:
LARRY PENLAND
NEWREZ LLC
1100 VIRGINIA DRIVE, SUITE 125
FORT WASHINGTON, PA 19034

Official records of Shelby County
Probate Office

_____[Space Above This Line For Recording Data]_____

LOAN ASSUMPTION AGREEMENT

Property Address: 155
CLEARVIEW LN, HELENA,
ALABAMA 35080-7807
Loan Number: 9736631632
VA Partial Claim Loan No. N/A
Primary VA Guaranteed Loan No.
22-22-6-0789010

MIN: 100955310002659890

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **AUGUST 28, 2025**, between **STEVEN EUGENE DARDEN AND CHRISTY GARRISON DARDEN** ("Transferor") A MARRIED COUPLE and **DAVID TUROSKI AND BRITTANY TUROSKI** ("Transferee"), and **NEWREZ LLC** ("Lender"), and ** A MARRIED COUPLE Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee, as nominee for NEWREZ LLC, its successors and assigns, amends and supplements that certain promissory note ("Note") dated **JANUARY 25, 2021**, in the original principal amount of **\$524,610.00** executed by **STEVEN EUGENE DARDEN AND CHRISTY GARRISON DARDEN** ("Maker") payable to the order of **FirstBank** in accordance with the terms set forth therein. Transferor and Transferee acknowledge that Lender is the holder and the owner of the Note or is acting for the holder and owner of the Note and understands that Lender may transfer the Note, as amended by this Agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement.

The Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **JANUARY 25, 2021** and recorded in **RECORDED 2/24/2021, INSTRUMENT NO.**

Loan Number: 9736631632

20210204000058920. The Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

155 CLEARVIEW LN, HELENA, ALABAMA 35080-7807

(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF EXHIBIT A

Tax Parcel No.: 12 6 24 0 000 005.006 AND 12 6 24 0 000 005.007

Transferee has purchased or acquired all or a part of the Property from Transferor and desires to assume the payment of the Note and the covenants, conditions and obligations of the Security Instrument. Lender, who is or who represents the legal holder and owner of the Note and of the lien(s) securing the same, has agreed at Transferor's request to allow Transferee's assumption of the balance of the indebtedness evidenced by the Note as part of the consideration for the purchase or acquisition of the Property.

In consideration of the foregoing and the mutual promises and agreements exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. **Acknowledgment and Assumption.** Transferor and Transferee acknowledge that as of **AUGUST 26, 2025**, the principal amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$466,024.00**. Transferee hereby expressly assumes the payment of the indebtedness evidenced by the above described Note and promises to pay jointly and severally to the order of the Lender the sum of U.S. **\$466,024.00**, consisting of the Unpaid Principal Balance, any accrued but unpaid interest, late charges, returned payment charges, and any other unpaid fees and charges due under the Note, the Security Instrument, any prior Modification Agreement(s) and/or this Agreement on and after the effective date hereof, including any sums advanced by Lender on and after the effective date hereof. Transferee agrees to pay the indebtedness evidenced by the Note in a prompt and timely manner in accordance with the terms of the Note. Transferee also hereby expressly assumes and agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument.

2. **Release of Transferor.** Lender releases Transferor from all personal liability under the Note and the Security Instrument and agrees that any action taken to enforce the collection of any obligation evidenced by the Note or the Security Instrument shall be confined to the value of the Property insofar as Transferor is concerned and in no case shall Transferor be subject to suit, claim, or demand by Lender for any deficiency.

3. **Waiver of Due-on-Transfer Clause.** In consideration of the assumption of the Note and Security Instrument by Transferee as described above, Lender agrees to waive and relinquish its right under the Security Instrument to declare all sums secured by the Security Instrument immediately due and payable by reason of the sale or transfer by Transferor to Transferee, it being understood and agreed that this waiver and relinquishment applies only to said sale or transfer and not to any future

Loan Number: 9736631632

sales or transfers.

4. Prepayment. Transferor hereby agrees that if the prepayment of the Note requires a refund of a portion of the interest previously collected in order to comply with applicable law, Transferor assigns and transfers to Transferee any and all right and interest in and to any such refund, and Lender is hereby authorized to pay or credit such refund to Transferee.

5. No Impairment of Lien. Transferor and Transferee acknowledge and agree that the Property shall remain in all respects subject to the lien, charge, or encumbrance of the Security Instrument, or conveyance of title (if any) effected thereby, and nothing contained in this Agreement, and nothing done pursuant to this Agreement, shall affect or be construed to affect the lien, charge, or encumbrance of, or warranty of title in, or conveyance effected by the Security Instrument, or the priority thereof over other liens, charges, encumbrances, or conveyances, or, except as provided in this Agreement, to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Security Instrument.

6. Transfer of the Property or a Beneficial Interest in Transferee. As used in this provision, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Transferee at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Transferee is not a natural person and a beneficial interest in Transferee is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

If Lender exercises this option, Lender shall give Transferee notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in the manner provided in the Security Instrument within which Transferee must pay all sums secured by the Security Instrument. If Transferee fail[s] to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Transferee. Transferee understand[s] that any notices to be provided to Transferee by Lender are expressly conditioned on Transferee providing notice to Lender in the manner provided in the Security Instrument of any change in address from that stated herein.

7. Loan Documentation. As amended hereby, the provisions of the Note and Security Instrument are incorporated herein and shall continue in full force and effect, and Transferee acknowledges and reaffirms Transferee's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Transferee and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Any default by Transferee in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in the Security Instrument.

8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and

Loan Number: 9736631632

existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

9. **Partial Invalidity.** In the event any portion of the sums intended to be secured by the Security Instrument cannot be lawfully secured, payments in reduction of such sums shall be applied first to those portions not secured.

10. **Miscellaneous.** Transferee hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement, the assumption of the Note and Security Instrument and any other documents executed in connection herewith as permitted by applicable law. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

11. **No Oral Agreements.** The written loan documents, including the Note, the Security Instrument, and this Agreement, represent the final agreements between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

EXECUTED as of the day and year first above written.

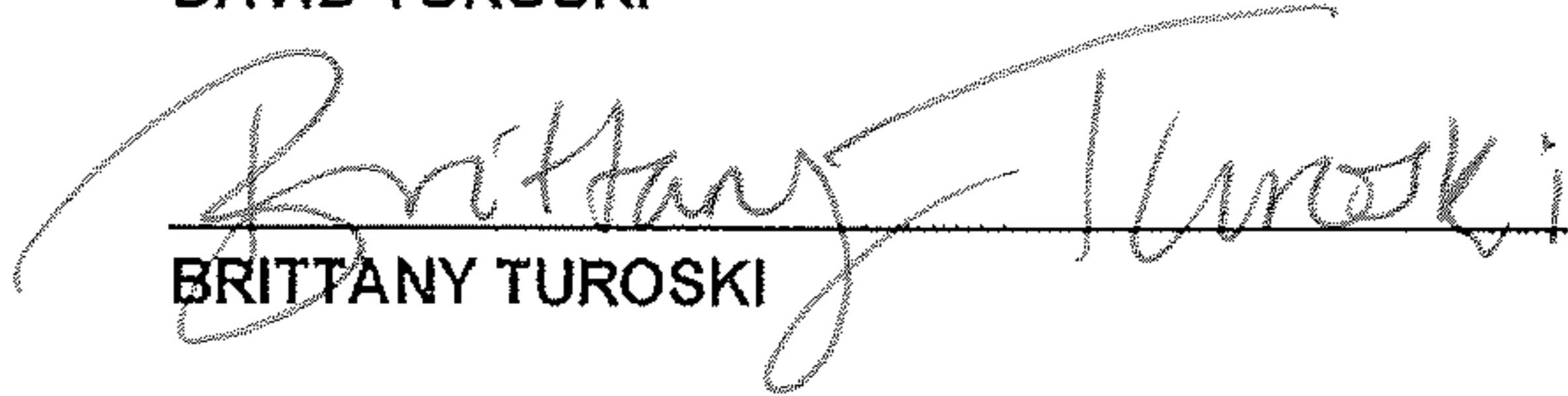
CAUTION -- IT IS IMPORTANT THAT YOU
THOROUGHLY READ THE CONTRACT
BEFORE YOU SIGN IT.

Transferee:



DAVID TUROSKI

(Seal)

Date: 8/28/25

BRITTANY TUROSKI

(Seal)

Date: 8/28/25

Transferee's Address:

155 CLEARVIEW LN
HELENA, ALABAMA 35080-7807

Transferor:



STEVEN EUGENE DARDEN

(Seal)

Date: 8/28/25

Loan Number: 9736631632

Christy Garrison Darden (Seal)
CHRISTY GARRISON DARDEN

Date: 7/28/25

Transferor's Address:
21512 CARRIBBEAN LANE
PANAMA CITY BEACH, FL 32413

—[Space Below This Line For Acknowledgments]—

The State of ALABAMA }
JEFFERSON County }
Enter County Here }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **DAVID TUROSKI** and **BRITTANY TUROSKI**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 28TH day of AUGUST, 2025 A.D.

[SEAL]



Signature of Notary Public

My Commission expires: 1-23-26

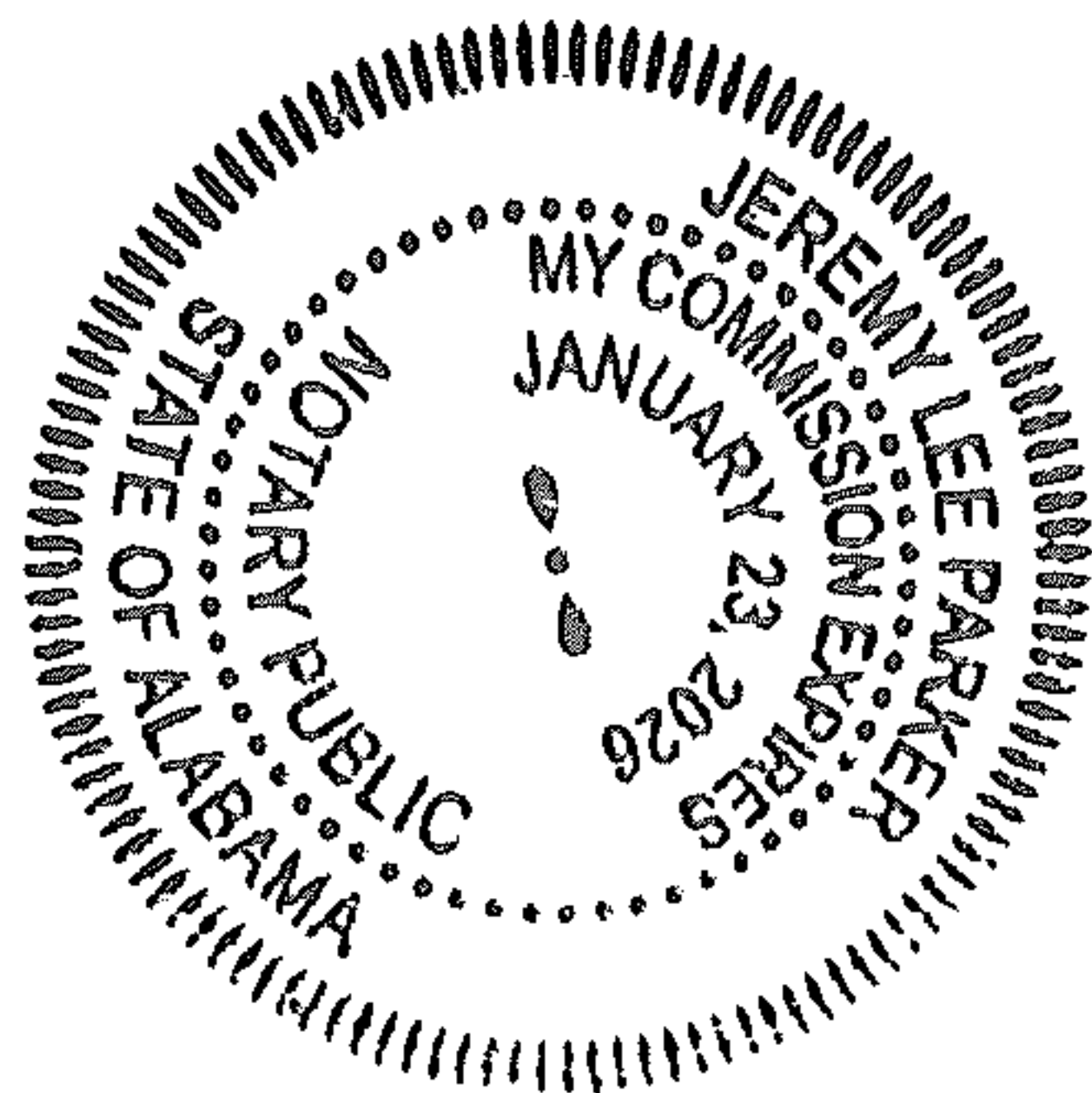
Loan Number: 9736631632

The State of ALABAMA }
JEFFERSON County }
Enter County Here

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that STEVEN EUGENE DARDEN and CHRISTY GARRISON DARDEN, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 28TH day of AUGUST, A.D. 2025.

[SEAL]



Signature of Notary Public

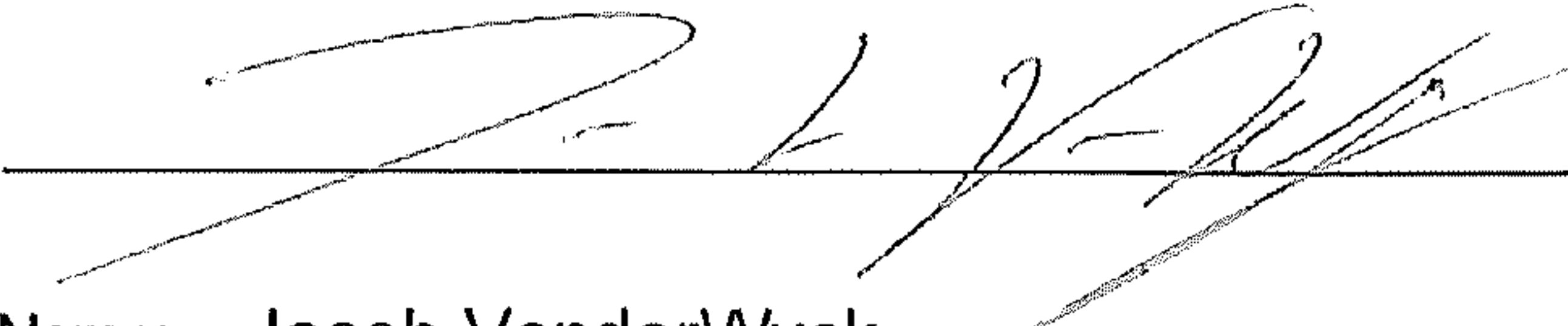
My Commission expires: 1-23-26

Loan Number: 9736631632

In Witness Whereof, the Lender has accepted and executed this Agreement.

Lender

NEWREZ LLC

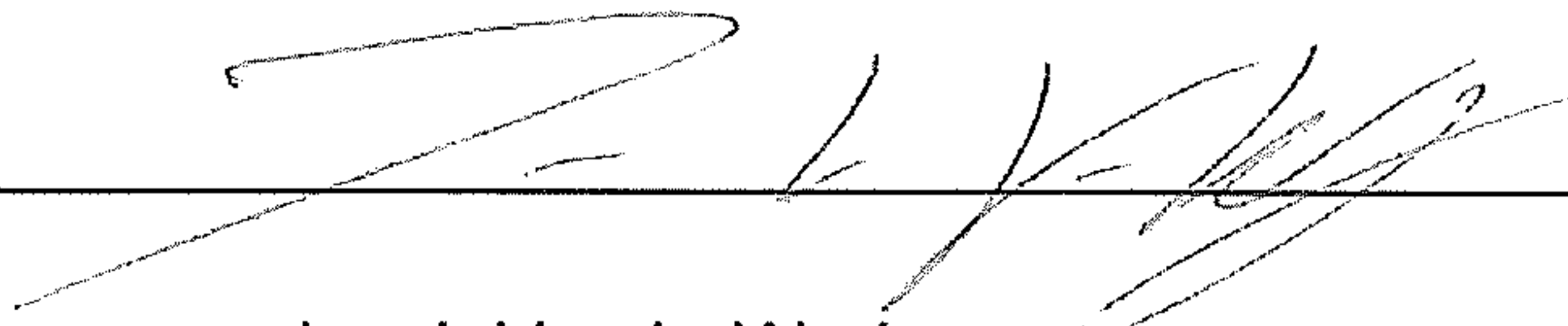
By: 

Printed Name: Jacob VanderWyck

Title: Manager Corporate Operations

Date: 8/27/2025

Mortgage Electronic Registration Systems, Inc., as mortgagee

By: 

Printed Name: Jacob VanderWyck

Date: 8/27/2025

Loan Number: 9736631632

Pennsylvania
The State of ~~ALABAMA~~ }
Montgomery
~~JEFFERSON~~ County }

I, Vivian Blair, a Notary Public in and for said County in said State, hereby certify that Jacob VanderWyck whose name as agent of the **NEWREZ LLC, a LIMITED LIABILITY COMPANY**, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said **LIMITED LIABILITY COMPANY**.

Given under my hand this the 27 day of August, 2025.

Vivian Blair
(Style of Officer)

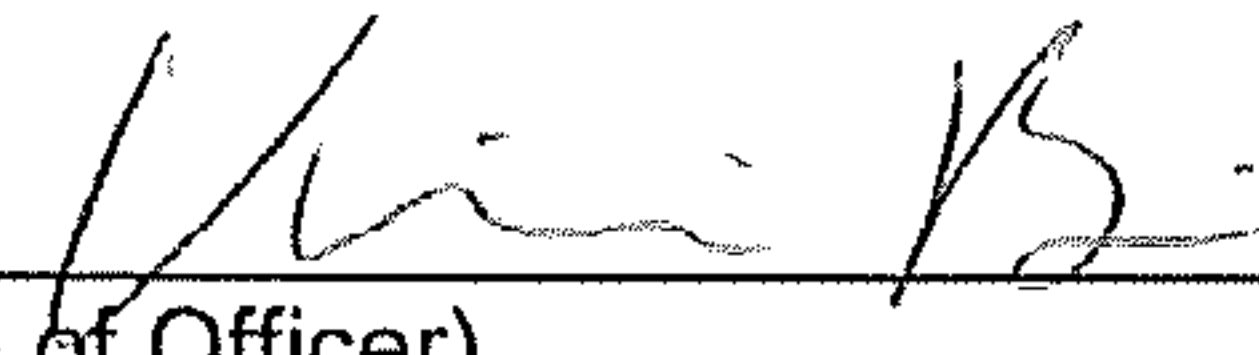
Commonwealth of Pennsylvania - Notary Seal
Vivian Blair, Notary Public
Montgomery County
My commission expires August 16, 2027
Commission number 1437909
Member, Pennsylvania Association of Notaries

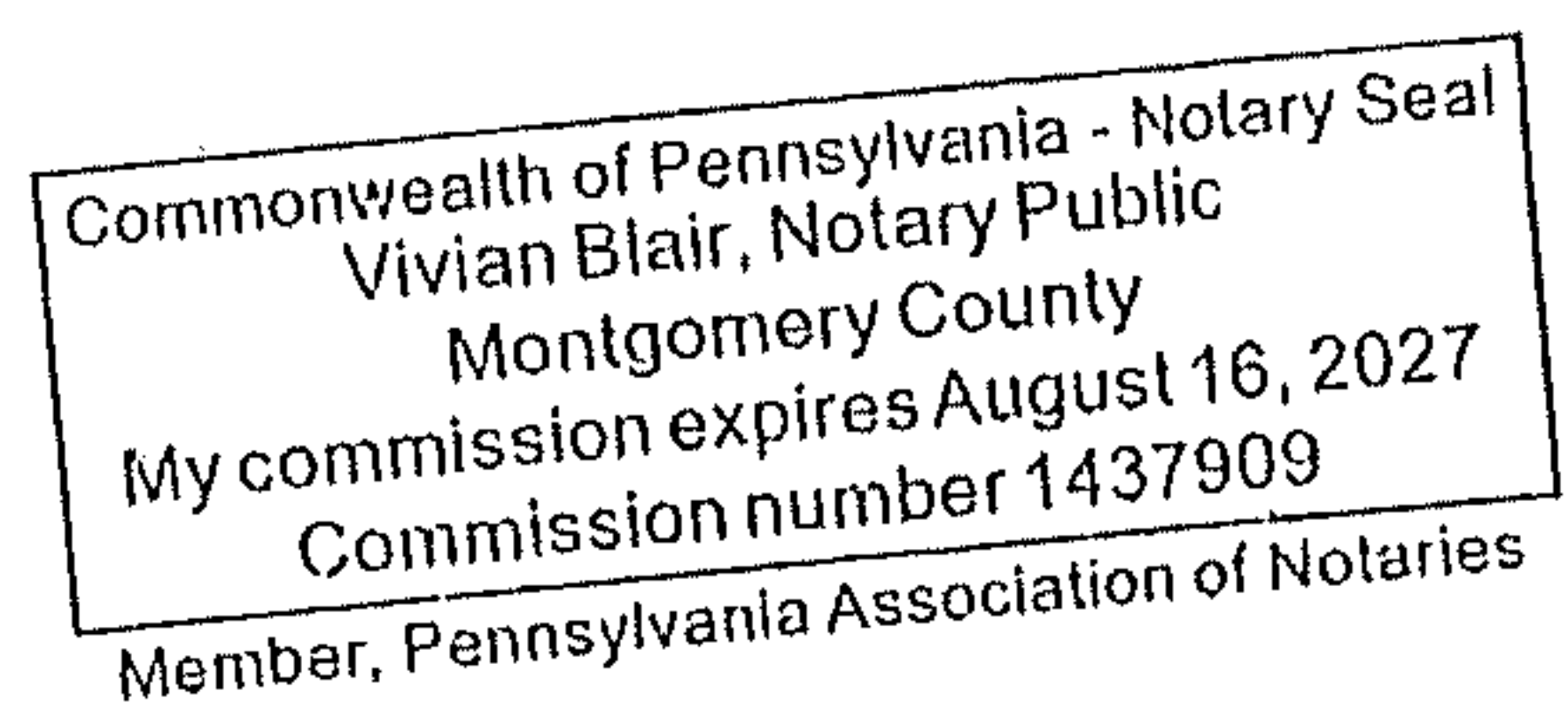
Loan Number: 9736631632

The State of ~~ALABAMA~~ ^{Pennsylvania} }
~~JEFFERSON~~ ^{Montgomery} County }

I, Vivian Blair, a Notary Public in and for said County in said State, hereby certify that Jacob VanderWyck whose name as **Assistant Secretary of the Mortgage Electronic Registration Systems, Inc., as mortgagee, a Corporation**, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand this the 27 day of August, 2025.


(Style of Officer)



LOAN NO.: 9736631632

Loan Name: DAVID TUROSKI AND BRITTANY TUROSKI
Property Address: 155 CLEARVIEW LN, HELENA, ALABAMA 35080-7807

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

**SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED
HEREIN**

STEVEN EUGENE DARDEN AND CHRISTY GARRISON DARDEN ARE A MARRIED COUPLE
DAVID TUROSKI AND BRITTANY TUROSKI ARE A MARRIED COUPLE



EXHIBIT "A"**Legal description**

Parcel 1:

Commence at the northeast corner of the southwest quarter of the southwest quarter of Section 24, Township 20 south, Range 4 west, Shelby County, Alabama and run thence South 90 degrees 00 minutes West along the north line of said quarter- quarter a distance of 427.51' to a point; thence run South 46 degrees 16 minutes 26 seconds West a distance of 72.07 to a steel property corner and the point of beginning of the property being described; thence continue last described course a distance of 85.72' to a steel property corner; thence run South 43 degrees 37 minutes 00 seconds East a distance of 347.68' to a steel property corner; thence run North 29 degrees 09 minutes 24 seconds East a distance of 185.00' to a steel property corner; thence run North 60 degrees 51 minutes 51 seconds West a distance of 306.86' to the point of beginning.

There is a twenty foot wide(20.0') access easement for access to this property the centerline of which is described as follows:

Commence at the northeast corner of the southwest quarter of the southwest quarter of Section 24, Township 20 south, Range 4 West, Shelby County, Alabama and run thence South 90 degrees 00 minutes West along the north line of said quarter- quarter a distance of 427.51' to a point; thence run South 46 degrees 16 minutes 20 seconds West a distance of 72.07' to a point thence continue last described course a distance 85.72' to a point; thence run South 43 degrees 37 minutes 00 seconds East a distance of 135.68' to the point of beginning on the centerline of the easement being described; thence run S 17°47'21"W - 31.08' to a point thence run S01°34'38"W - 46.47' to a point thence run S11°36'19"W-88.22 to a point thence run S38°31 '36"W - 50.46 to a point thence run S64°48'54"W - 59.18' to a point thence run S57°37'39"W - 53.78' to a point thence run S47°31 '33"W - 63.68' to a point thence run S46'58"W - 52.95' to a point thence run S35°41'45"W - 41.41' to a point in the centerline of recorded access drive and the end of required easement.

Parcel 2:

Commence at the northeast corner of the Southwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 4 West, Shelby County, Alabama and run thence S 90 degrees 00'00" W along the north line of said quarter-quarter a distance of 100.42' to a property corner; thence run S 29 degrees 09'24"W a distance of 398.12' to a property corner, thence run N 60 degrees 41'06"E a distance of 330.83' to a property corner on the east line of said quarter-quarter section; thence run N 01 degrees 49'28"E along said quarter-quarter line a distance of 185.79' to the point of beginning.

Parcel 3:

Commence at the northeast corner of the Southwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 4 West, Shelby County, Alabama and run thence S 90 degrees 00'00" W along the north line of said quarter-quarter a distance of 100.42' to a property corner; thence run S 29 degrees 09'24"W a distance of 398.12' to a property corner and the point of beginning; thence continue last described course a distance of 147.50' to a property corner; thence run N 73 degrees 47'42"E a distance of 366.60' to a property corner on the east line of said quarter-quarter section; thence run N 01 degrees 49'21"E along said quarter- quarter line a distance of 184.21' to a point property corner; thence run S 60 degrees 41'06"W a distance of 330.83' to the point of beginning.

Parcel 4:

Commence at the northeast corner of the Southwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 4 West, Shelby County, Alabama; thence run S 90 degrees 00'00"W for 100.42' to the point of beginning; thence run S 90 degrees 00'00"W for 327.09'; thence run S 46 degrees 16'26"W for 72.07'; thence run S 60 degrees 51'51"E for 306.86'; thence run N 29 degrees 09'24"E for 228.12' to the point of beginning.

Parcel 5:

Commence at the northeast corner of the Southwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 4 West, Shelby County, Alabama and run thence S 90 degrees 00'00" W along the north line of said quarter-quarter a distance of 100.42' to a property corner; thence run S 29 degrees 09'24"W a distance of 413.12' to a property corner and the point of beginning; thence continue last described course a distance of 127.50' to a property corner; thence run N 43 degrees 37'00"W a distance of 347.68' to a property corner; thence run S 42 degrees 58'48"E a distance of 385.24' to a property corner; thence run N 29 degrees 09'24"E a distance of 127.50' to the point of beginning.

Parcel 6:

Commence at the northeast corner of the Southwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 4 West, Shelby County, Alabama and run thence S 90 degrees 00'00" W along the north line of said quarter-quarter a distance of 100.42' to a property corner; thence run S 29 degrees 09'24"W a distance of 540.62' to a property corner and the point of beginning; thence continue last described course a distance of 107.50' to a property corner; thence run north 45 degrees 03'55"W a distance of 416.96' to a property corner, thence run North 46 degrees 16'26"E a distance of 117.50' to a property corner; thence run South 42 degrees 58'48"E a distance of 385.24' to the point of beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/29/2025 08:30:44 AM
\$58.00 BRITTANI
20250829000266390

Allen S. Bayl