

20250916000278730 1/8 \$43.00 Shelby Cnty Judge of Probate, AL 09/16/2025 08:34:43 AM FILED/CERT

Return To:
Penny Mac Loan Services, LLC
Attn: Qualified Assumptions
6101 Condor Drive
Moorbark, 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: 8023350952 Record and Return To:

ServiceLink

1355 Cherrington Parkway

Moon Township, PA 15108

MIN No: 100020420000595912

APN: 097261003143000

## RELEASE AGREEMENT

This Release Agreement ("Agreement") is made effective as of August 18, 2025 by and among Leslie A. Frey ("Released Party"), Rudolph A. Frey ("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 March 15, 2019 in the original principal amount of \$180,450.00 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 March 15, 2019 recorded on March 18, 2019 in Book N/A at Page N/A, Instrument / Case No. 20190318000085920 in the official records of Shelby County, AL, having an address of 209 Belmont Way, Chelsea, AL 35043-7607 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: Kevin Jones



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- B. The Borrowers acknowledge they are liable for the obligations under the Note and Security Instrument.
- 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 recognize the Retaining Borrower as the sole obligor 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. Retaining Borrower of Sole Liability for the Note. The Retaining Borrower accepts sole liability under the provisions of the Loan Documents.
- 2. Consent to Transfer. PennyMac hereby consents to the Transfer and acknowledges that the Retaining Borrower accepts 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.
- Release of Released Borrower. PennyMac hereby releases Leslie A. Frey, 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. The Borrowers acknowledge the failure to update real property records may result in the Released Borrower continuing to be identified as an owner or debtor in public records, which may have adverse consequences to the Released Borrower.

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## 5. 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. However, the signature of the Released borrower will no longer be necessary for any change or modification of the underlying Loan or Security Instrument.
- (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

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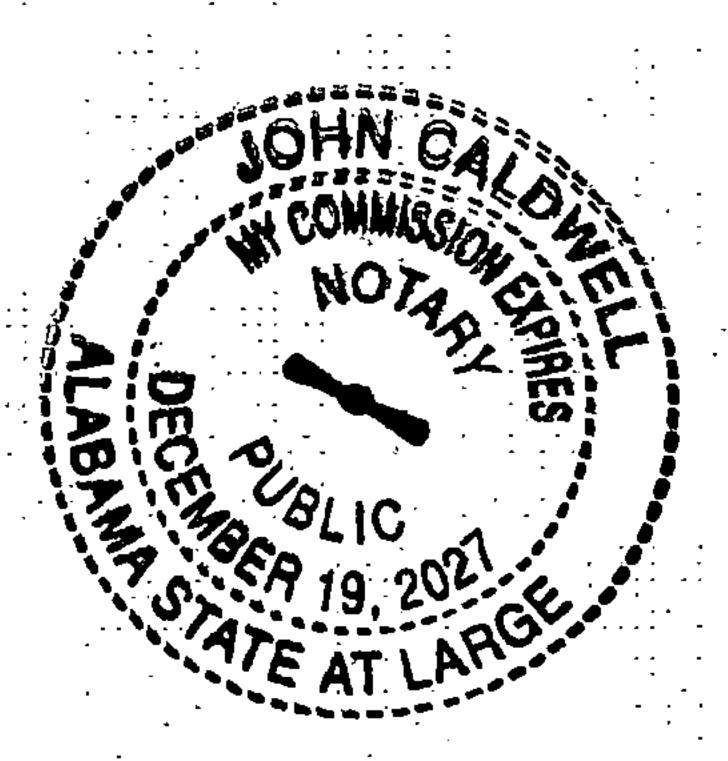
					_(Sig	nature)
Name: Rud	lolph A. F	rey		• •		
Date: <u>8</u> /	/18/2	. 5				
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COUNTY OF Shalp

above and foregoing a greement.

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Lender: PennyMac Loan Services, LLC NMLS ID: 35953

Loan Originator: Kevin Jones



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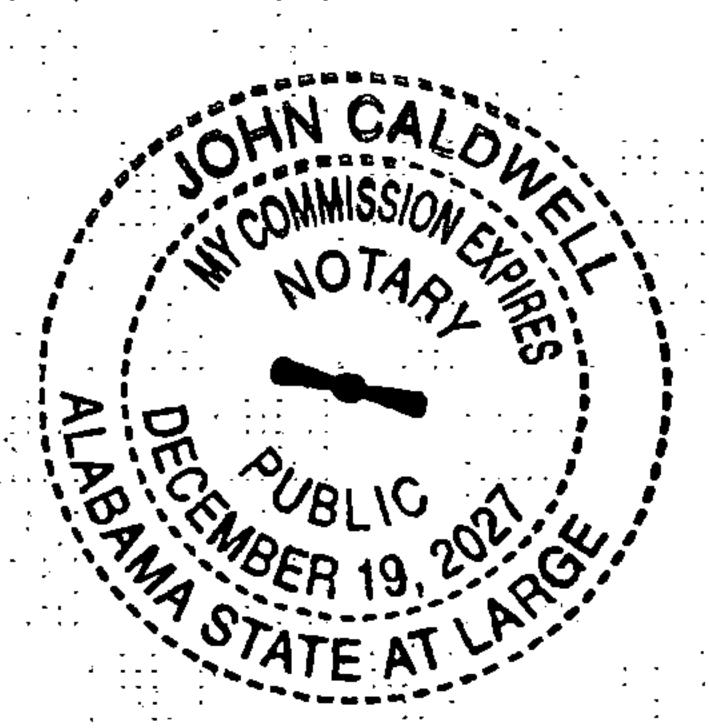
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above

Name: Leslie A. Frey

Personally appeared before me, the undersigned authority in and for the said County and State, on this 18 day of

19USt, 2025, within my jurisdiction, the within named

above and foregoing a greement.



NMLS ID: 35953

Loan Originator: Kevin Jones



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

Name:

Title:

Date:

PENNYMAC LOAN SERVICES, LLC

Karen Denton

First Vice President

AUG 2 5 2025

STATE OF			
COUNTY OF	: 		•
Personally appeared before me, 2025, within my j	the undersigned authority in and urisdiction, the within named	d for the said County a	nd State, on thisdayof
	who a cknowledged th	hathe/she/they signed,	delivered and executed the
above and foregoing a greement SWORN AND SUBSCRIBED	BEFORE ME, THIS THE	DAY OF	,2025.
		· · · · · · · · · · · · · · · · · · ·	
NOTARYFUBLIC	SERA	TTACH	
My Commission Expires:			

Lender: PennyMac Loan Services, LLC

Loan Originator: Kevin Jones

NMLS ID: 35953



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# **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 8/25/2025	_before me, _	Raymond River Navarro , Notary Public
subscribed to the within instrument his/her/their authorized capacity(ie	actory evidence t and acknowled s), and that by	(insert name and title of the officer, who e to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
-		e laws of the State of California that the foregoing
WITNESS my hand and official sea	al.	RAYMOND RIVER NAVARRO Notary Public - California Ventura County Commission # 2478197 My Comm. Expires Jan 2, 2028
Signature ///		(Seal)



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#### LEGAL DESCRIPTION

The following described property:

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA.

LOT 284, ACCORDING TO THE PLAT OF THE VILLAGE AT POLO CROSSINGS, SECTOR II, AS RECORDED IN MAP BOOK 49, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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SOURCE OF TITLE: INSTRUMENT NO. 20250707000203550.
Assessor's Parcel No: 097261003142000

Commonly known as: 209 Belmont Way, Chelsea, AL 35043-7607

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Lender: PennyMac Loan Services, LLC

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