This Document Prepared By:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

When Recorded Mail To:
PLANET HOME LENDING, LLC
321 RESEARCH PARKWAY, SUITE 303
MERIDEN, CT 06450

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ASSUMPTION AGREEMENT AND RELEASE OF LIABILITY

MERS Phone No.: 1-888-679-6377
VA Case No.: **22-22-6-0779059**
Property Address: **605 Cherokee Cir**
City and State: **Birmingham, AL 35242**

THIS AGREEMENT, is made this 17th day **of October, 2025** between **Jarrod Pineda and Alyssa M Pineda** hereinafter referred to as "Seller(s)" and **Bryant Chadwick Butler and Kelly Ward Butler, Husband and Wife** hereinafter referred to as "Buyer(s)", and **Planet Home Lending, LLC, a Limited Liability Company** hereinafter referred to as "Lender" and Mortgage Electronic Registration Systems, Inc. (MERS) as Mortgagee, as Nominee for **Classic Home Mortgage**, ("Original Lender"), its successors and assigns.

"MERS" is the Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee under the Mortgage. MERS is organized under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888)679-MERS.

Whereas buyer(s) is acquiring title from Seller(s) of the real property herein described as follows to wit:

See Exhibit A Attached Hereto and Made A Part Hereof

And whereas, Seller(s) have liability under a certain Note dated **October 26, 2020**, payable to Planet Home Lending, LLC, in the face amount of **$223,638.00**, which Note is secured by a Mortgage in favor of Mortgage Electronic Registration Systems, Inc. (MERS) as Mortgagee, as Nominee for **Classic Home Mortgage**, ("Original Lender"), its successors and assigns and recorded on **November 3, 2020**, in the official records of **Shelby** County, **AL**, as Instrument Number **20201103000498320**. Seller(s) have liability under said Note and Mortgage, with modifications, if any, on which there is an outstanding balance, including interest, and other advances, if any, of **$181,494.77** as of the date of this agreement, and said Note and Mortgage ("Security Instrument") are currently held by the Lender.

And whereas, as part of the purchase price for the real property described herein in that certain Security Deed, the Buyers have agreed to assume and pay the indebtedness evidenced by the Note and Mortgage.

And whereas, the loan and any other advances which said Note and Mortgage secure were guaranteed by the Secretary and in accordance with applicable regulations there under, and said Mortgage is the only loan now guaranteed by the Secretary on said property.

And whereas, Seller(s) and Buyer(s) have requested the Secretary to release the Seller(s) from further liability to the Secretary on account of such loan, resulting from any default of the Buyer(s) or of any subsequent owner(s) of said property.

And whereas the Secretary is unwilling to release Seller(s) unless the Buyer(s) become liable to the current holder, its successors and assigns, of said Mortgage, Note, loan, or security contract and certificate of title, and become liable to the Secretary on guaranteed loans, by indemnification:

Now, therefore, in consideration of the foregoing premises, the sale of said mortgaged property, and of the mutual agreement herein contained, IT IS HEREBY AGREED AS FOLLOWS:

a. Buyer(s) hereby jointly and severally assume(s) and agree to pay the total of the unpaid amount of debt, secured by said Note and Mortgage, be bound by, comply, and perform each and all of the terms and covenants in said Note and Mortgage as provided therein.

b. Buyer(s) jointly and severally assume liability to, and become liable to, the United States Government for the contract of **Jarrod Pineda**, veteran obligor, to indemnify the United States Government for any amounts paid or loss suffered by the Secretary on account of the liabilities of said original veteran obligor.

c. The Secretary, in consideration of the agreement and assumption of liability by the Buyer(s), in accordance with the mutual agreement herein contained to pay, hereby releases the Seller(s) from all liability to the United States Government arising out of the making or guaranty of the above-described loan for which they may now be liable, or which may accrue in the future. The validity of the release hereby granted is conditioned upon a legal and binding assumption by the Buyer(s).

d. That this agreement shall inure to the benefit of the Lender, its successors and assigns, and the United States Department of Veterans Affairs.

e. LOANS MADE PRIOR TO MARCH 1, 1988, REQUIRE THE APPROVAL OF THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS BEFORE A RELEASE OF LIABILITY CAN BE GRANTED. LOANS MADE AFTER MARCH 1, 1988, REQUIRE THE HOLDER/SERVICER'S APPROVAL PRIOR TO TITLE TRANSFER.

In witness whereof, the Seller(s), and the Buyer(s) hereto and the Secretary of United States Department of Veterans Affairs, pursuant to the provisions of Title 38 U.S.C. Chapter 37 and the Lender who is authorized to execute this agreement.

(As to the Sellers)

10/17/25 | 10/17/25

Jarrod Pineda Date Alyssa M Pineda Date

(Acknowledgements)

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 17th day of Oct 2025, by **Jarrod Pineda and Alyssa M Pineda**.

Witness my hand and official seal.

LAUREN MALBROUGH
MY COMMISSION EXPIRES
APRIL 18, 2026
NOTARY PUBLIC
STATE OF ALABAMA

Notary Public
Printed Name: LAUREN MALBROUGH
My commission expires: 4/18/26

(As to the Buyers)

(Seal) **Bryant Chadwick Butler** -Borrower

(Seal) **Kelly Ward Butler** -Borrower

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 17th day of Oct 2025, by **Bryant Chadwick Butler and Kelly Ward Butler, Husband and Wife**.

Witness my hand and official seal.

LAUREN ... MY COMMISSION EXPIRES APRIL 18, 2026 NOTARY PUBLIC STATE OF ...

Notary Public
Printed Name: LAUREN MAUBROUGH
My commission expires: 4/18/26

(As to the Lender)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Planet Home Lending, LLC

BY: James Smith

ITS: Chief Lending Officer

STATE OF Colorado
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 15th day of Oct, 2025 by James Smith, in his or her capacity as Chief Lending Officer, of **Planet Home Lending, LLC, as serviced by , on behalf of said entity.**

Witness my hand and official seal.

Notary Public
Printed Name: Bryan Eugene DeShasier
My commission expires: 06/30/29

BRYAN EUGENE DESHASIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254024802
MY COMMISSION EXPIRES 06/30/2029

MLO Organization: **Planet Home Lending, LLC**
ID: **17022**
MLO Individual: **Douglas Donald Smith**
ID: **701104**

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
10/20/2025 11:42:05 AM
$37.00 BRITTANI
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