

Lender Loan Number: 7177444068
Order No: 7177444068
MIN Number: 1007560-1006188510-2
MERS Phone Number: 1-888-679-6377
Property Address: 1071 Mimosa Rd, Leeds, AL 35094
~~When Recorded Return to: Indecomm Global Services, Mail Stop: FD-BV-9902, 1427 Energy-~~
~~Park Drive, St. Paul, MN 55108~~
Or any electronic final documents (Recorded Mortgage/Title Policy) may be emailed to Indecomm
at: Bayview.Docgenius@Indecomm.net

2004683079

This instrument was prepared by (without benefit of title search):

Jason A. Gang, Esq.
for Smolar Andriko Law Group
200 Fleet Street, Suite 6100
Pittsburgh, PA, 15220
Alabama Bar ID: 1940N44H
(412) 923-3500

Record and Return To:
ServiceLink
1355 Cherrington Parkway
Moon Township PA 15108

2004683079

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Assumption Agreement") is entered into effective as of the 24th day of November, 2025, by and among **RICHARD A. KYTLE**, married, joined by spouse **GWEN BRASHER** ("Original Borrower(s)"), **WENDY M. KELLY** and **TIMOTHY P. KELLY**, wife and husband, ("New Borrower(s)"), and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LAKEVIEW LOAN SERVICING, LLC**, ("Lender").

RECITALS

- A. Original Borrower(s) obtained a mortgage loan ("Loan") from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR NATIONS LENDING CORPORATION**, ("Original Lender"), which Loan is secured by certain Land and Improvements ("Property"), located in the County of Shelby, and State of Alabama. The Land is more particularly described in Exhibit A, attached to this



Assumption Agreement.

- B. Original Borrower(s) executed a promissory note evidencing the Loan, dated June 14, 2021, in the original principal amount of \$115,683.00, payable to Lender ("Note"), and, if applicable, any other accompanying security agreements ("Loan Agreement") further setting forth the terms of the Loan.
- C. To secure repayment of the Loan, Original Borrower(s) executed and delivered to Lender a Mortgage ("Security Instrument") of even date with the Note, which is recorded in the land records of Shelby County, Alabama ("Land Records") as Instrument No. 20210623000304420). The term "**Original Loan Documents**" means the Note, the Security Instrument, the Loan Agreement, all guaranties, all indemnity agreements, all collateral agreements, UCC filings, or any other documents now or in the future executed by Original Borrower(s) or New Borrower(s), any guarantor or any other Person in connection with the Loan evidenced by the Note, as such documents may be amended from time to time.
- D. Original Borrower(s) has transferred or has agreed to transfer all of its right, title, and interest in and to the Mortgaged Property to New Borrower(s) and New Borrower(s) has agreed to assume all of Original Borrower(s)'s rights, obligations, and liabilities created or arising under certain of the Original Loan Documents, including the Security Instrument, with certain modifications, if any to the Security Instrument, as set forth in Exhibit B to this Assumption Agreement ("**Assumption**").
- E. Capitalized terms not defined in this Assumption Agreement will have the meanings given to them in the Security Instrument.

AGREEMENT

NOW, THEREFORE, in consideration of these premises, the mutual covenants contained in this Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Assumption of Obligations. New Borrower(s) covenants, promises, and agrees that New Borrower(s), jointly and severally if more than one, will unconditionally assume and be bound by all terms, provisions, and covenants of the Note and the Security Instrument as if New Borrower(s) had been the original maker of the Note and Security Instrument. New Borrower(s) will pay all sums to be paid and perform each and every obligation to be paid or performed by Original Borrower(s) under and in accordance with the terms and conditions of the Note, Security Instrument, the Loan Agreement and all other Original Loan Documents assumed by New Borrower(s). Notwithstanding the foregoing, however, New Borrower(s) and Lender may enter into an Amendment to Loan Agreement to modify certain terms of the Loan Agreement.

2. Modification of Security Instrument. New Borrower(s) and Lender agree that the provisions of the Security Instrument are modified as set forth in Exhibit B to this Assumption Agreement.



3. Lender's Consent. Subject to the satisfaction of all conditions set forth in this Assumption Agreement, Lender consents to the Assumption.

4. Miscellaneous.

(a) This Assumption Agreement will be binding upon and will inure to the benefit of the parties to the Assumption Agreement and their respective heirs, successors, and permitted assigns.

(b) Except as expressly modified by this Assumption Agreement, the Security Instrument will be unchanged and remain in full force and effect, and is hereby expressly approved, ratified, and confirmed. No provision of this Assumption Agreement that is held to be inoperative, unenforceable or invalid will affect the remaining provisions, and to this end all provisions of this Assumption Agreement are declared to be severable.

(c) Time is of the essence of this Assumption Agreement.

(d) This Assumption Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(e) This Assumption Agreement will be construed in accordance with the laws of the State of Alabama.

(f) This Assumption Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.

5. Executed Original. An executed original of this Assumption Agreement will be recorded in the Land Records as a modification to the Security Instrument.

6. Attached Exhibits. The following Exhibits, if marked with an "X", are attached to this Assumption Agreement:

- ☒ Exhibit A Legal Description of the Land (required)
- ☒ Exhibit B Modifications to Security Instrument

Original Borrower(s) executes this Assumption Agreement solely to acknowledge New Borrower(s)'s assumption of the Loan, without Original Borrower(s) incurring any newly-created obligations or liabilities by its execution of this Assumption Agreement.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

[THIS SPACE INTENTIONALLY LEFT BLANK]



Signed the 24th day of November, 2025.

Original Borrower(s): **RICHARD A. KYTLE** and **GWEN BRASHER**


RICHARD A. KYTLE


GWEN BRASHER

Printed Name: **RICHARD A. KYTLE** and **GWEN BRASHER**

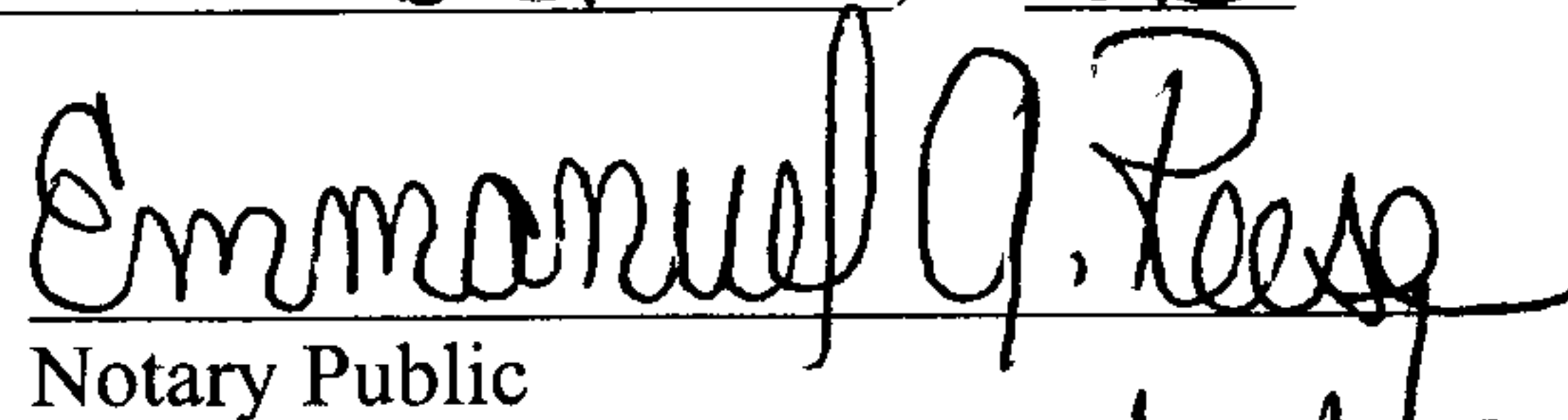
Address for Notice: 1071 Mimosa Road, Leeds, AL 35094

STATE OF Alabama, COUNTY OF Shelby, SS:

I, Emmanuel A. Reese, a Notary Public for the State of Alabama, do hereby certify that **RICHARD A. KYTLE** and **GWEN BRASHER**, whose name 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 said conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand this the 24th day of November, 2025.

(NOTARY SEAL)


Notary Public

My commission expires: 6/14/28

Emmanuel A. Reese
Notary Public
Alabama State at Large
Comm. Exp. 6/14/28



Signed the 24th day of November, 2025.

New Borrower(s): **WENDY M. KELLY** and **TIMOTHY P. KELLY**

Wendy M. Kelly
WENDY M. KELLY

Timothy P. Kelly
TIMOTHY P. KELLY

Printed Name: **WENDY M. KELLY** and **TIMOTHY P. KELLY**

Address for Notice: 1071 Mimosa Rd, Leeds, AL 35094

STATE OF Alabama, COUNTY OF Shelby, SS:

I, Emmanuel A. Reese, a Notary Public for the State of Alabama, do hereby certify that **WENDY M. KELLY** and **TIMOTHY P. KELLY**, whose name 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 said conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand this the 24th day of November, 2025.

(NOTARY SEAL)

Emmanuel A. Reese
Notary Public
Alabama State at Large
Comm. Exp. 6/14/28

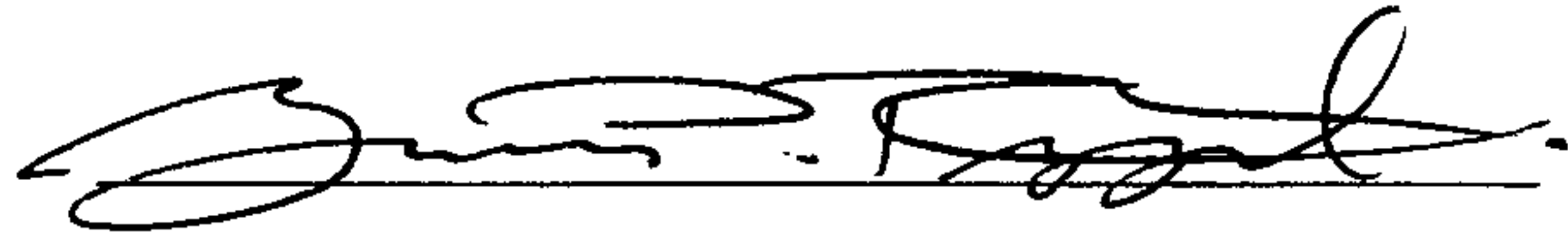
Emmanuel A. Reese
Notary Public

My commission expires: 6/14/28



Signed the 20th day of November, 2025.

Consented to by Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE FOR LAKEVIEW LOAN SERVICING, LLC**



Printed Name: Brian P. Rippert
Vice President

Title: _____


Address for Notice: 4425 Ponce de Leon Blvd.
Coral Gables, FL 33146

STATE OF Pennsylvania, COUNTY OF Montgomery, SS:

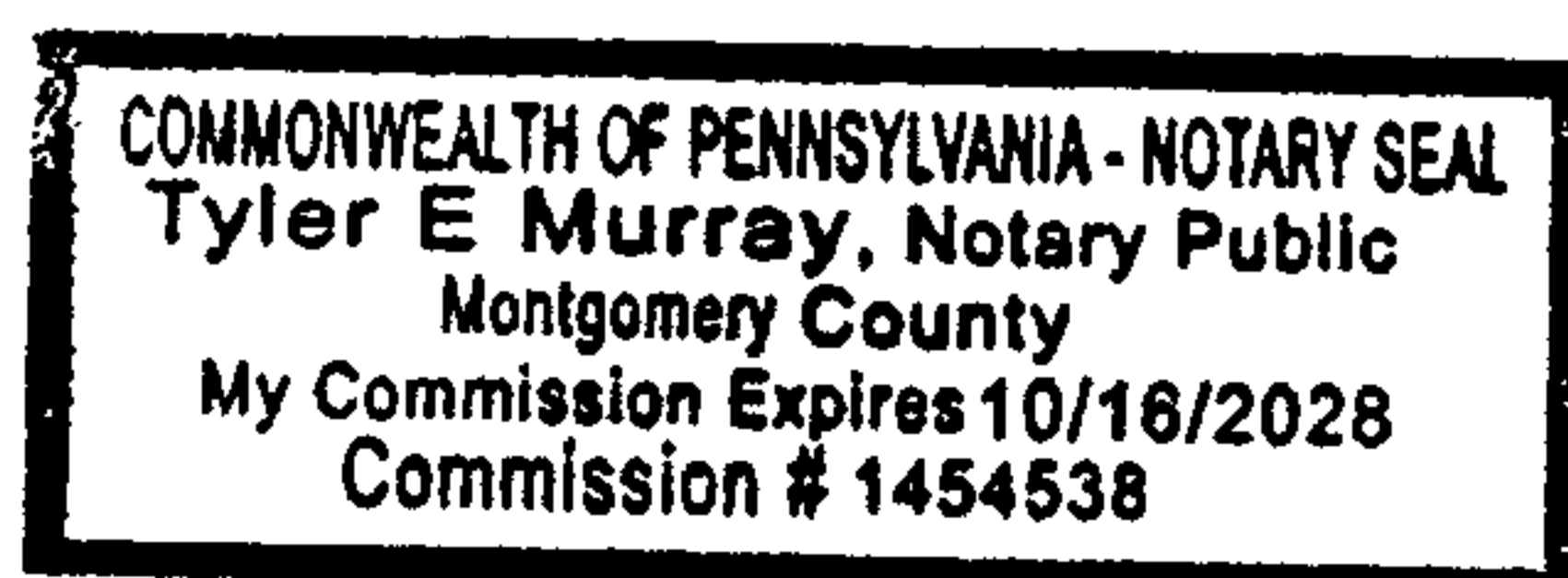
I, Tyler E Murray, a Notary Public for the State of Pennsylvania, do hereby certify that personally came Brian P. Rippert in the capacity as Vice President of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LAKEVIEW LOAN SERVICING, LLC**, the Lender in the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand this the 20th day of November, 2025.

(NOTARY SEAL)


Notary Public

My commission expires: 10/16/28



**EXHIBIT A
LEGAL DESCRIPTION**

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA.

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE STATE OF ALABAMA,
COUNTY OF SHELBY AND DESCRIBED AS FOLLOWS:

A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE
1 EAST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCE AT IRON PIN FOUND, LOCALLY ACCEPTED TO BE THE NORTHWEST
CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 33, TOWNSHIP 17 SOUTH,
RANGE 1 EAST AND RUN THENCE S 89 DEGREES 22 MINUTES 05 SECONDS E ALONG
THE NORTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 26 DEGREES 23 MINUTES
0 SECONDS TO THE EASTERLY RIGHT OF WAY OF HILLTOP ROAD, SAID POINT
BEING THE POINT OF BEGINNING OF THE WITHIN DESCRIBED TRACT, THENCE S 08
DEGREES 32 MINUTES 17 SECONDS W ALONG SAID RIGHT OF WAY A DISTANCE OF
79.15', THENCE S 04 DEGREES 37 MINUTES 30 SECONDS W ALONG SAID RIGHT OF
WAY A DISTANCE OF 126.01', THENCE S 06 DEGREES 47 MINUTES 52 SECONDS W
ALONG SAID RIGHT OF WAY A DISTANCE OF 30.0' TO AN IRON PIN FOUND AT THE
INTERSECTION OF SAID EASTERLY RIGHT OF WAY OF HILLTOP ROAD AND THE
NORTHERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY #101, THENCE N 86
DEGREES 34 MINUTES 22 SECONDS E ALONG SAID RIGHT OF WAY A DISTANCE OF
263.46' TO AN IRON PIN FOUND, THENCE NORTHEASTERLY ALONG THE ARC OF A
CURVE AND SAID RIGHT OF WAY A DISTANCE OF 624.94' TO AN IRON PIN SET, SAID
CURVE HAVING A RADIUS OF 1843.01', A CENTRAL ANGLE OF 19 DEGREES 25
MINUTES 42 SECONDS, A CHORD BEARING OF N 76 DEGREES 51 MINUTES 31
SECONDS AND A CHORD DISTANCE OF 621.95', THENCE N 00 DEGREES 37 MINUTES
55 SECONDS E A DISTANCE OF 67.20' TO AN IRON PIN SET ON THE NORTH LINE OF
SAID SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 1 EAST,
THENCE N 89 DEGREES 22 MINUTES 05 SECONDS W ALONG SAID NORTH LINE A
DISTANCE OF 843.98' BACK TO THE POINT OF BEGINNING, SAID TRACT
CONTAINING 3.50 ACRES MORE OR LESS.

Parcel ID Number: 018330000020003

Commonly Known As: 1071 Mimosa Rd, Leeds, AL, 35094



EXHIBIT B

MODIFICATIONS TO SECURITY INSTRUMENT

1. As used in the Security Instrument, all references to Borrower(s) will be deemed to refer to New Borrower(s).



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/04/2025 08:13:55 AM
\$46.00 JOANN
20251204000370670



Allen S. Bayl