

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

20251226000394480
12/26/2025 01:48:58 PM
ASSUMAGR 1/8

~~Return To:~~

~~PennyMac Loan Services, LLC~~

~~Attn: Qualified Assumptions~~

~~6101 Condor Drive~~

~~Moorpark, CA 93021~~

This document was prepared by: Tanya Evangelista
PennyMac Loan Services, LLC
6101 Condor Drive
Moorpark, CA 93021

[Space Above This Line For Recording Date]

2065000397

Loan No: 7014773150

Min No: « 100715970016463141

ASSUMPTION AND RELEASE AGREEMENT

This Release Agreement ("Agreement") is made effective as of December 17, 2025 by and among, John Scott Sutton ("Released Party"), Ethan Woody ("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 February 7, 2022 in the original principal amount of \$332,384.00 made by the Borrowers to MERS Inc., as nominee for PennyMac Loan Services, LLC ("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 February 7, 2022 recorded on February 16, 2022 Instrument / Case No. 20220216000066800 in the official records of Shelby County, Alabama, having an address of 121 Wild Timber Pkwy, Pelham, Alabama 35124, 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.

B. The Borrowers acknowledge they are liable for the obligations under the Note and Security Instrument.

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: Katherine Orabuena
NMLS ID: 685082

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 the assumption by the Retaining Borrower as the sole obligee 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. Assumption by the Retaining Borrower of Sole Liability for the Note. The Retaining Borrower hereby assumes sole liability under the provisions of the Loan Documents.
2. Consent to Transfer. PennyMac hereby consents to the Transfer and to the assumption by the Retaining Borrower of 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.
3. Release of Released Borrower. PennyMac hereby releases John Scott Sutton, 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.
5. Financial Information. The Retaining Borrower represents and warrants to PennyMac that all financial information and information regarding the capability of Retaining Borrower provided to PennyMac was true and correct as of the date provided to PennyMac and remains materially true and correct as of the date of this Agreement.

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6. 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.

(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.

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

RETAINING BORROWER:

[Signature] (Signature)

Name: Ethan Woody

Date: 12/17/2025

STATE OF Alabama
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 17th day of December, 2025, within my jurisdiction, the within named

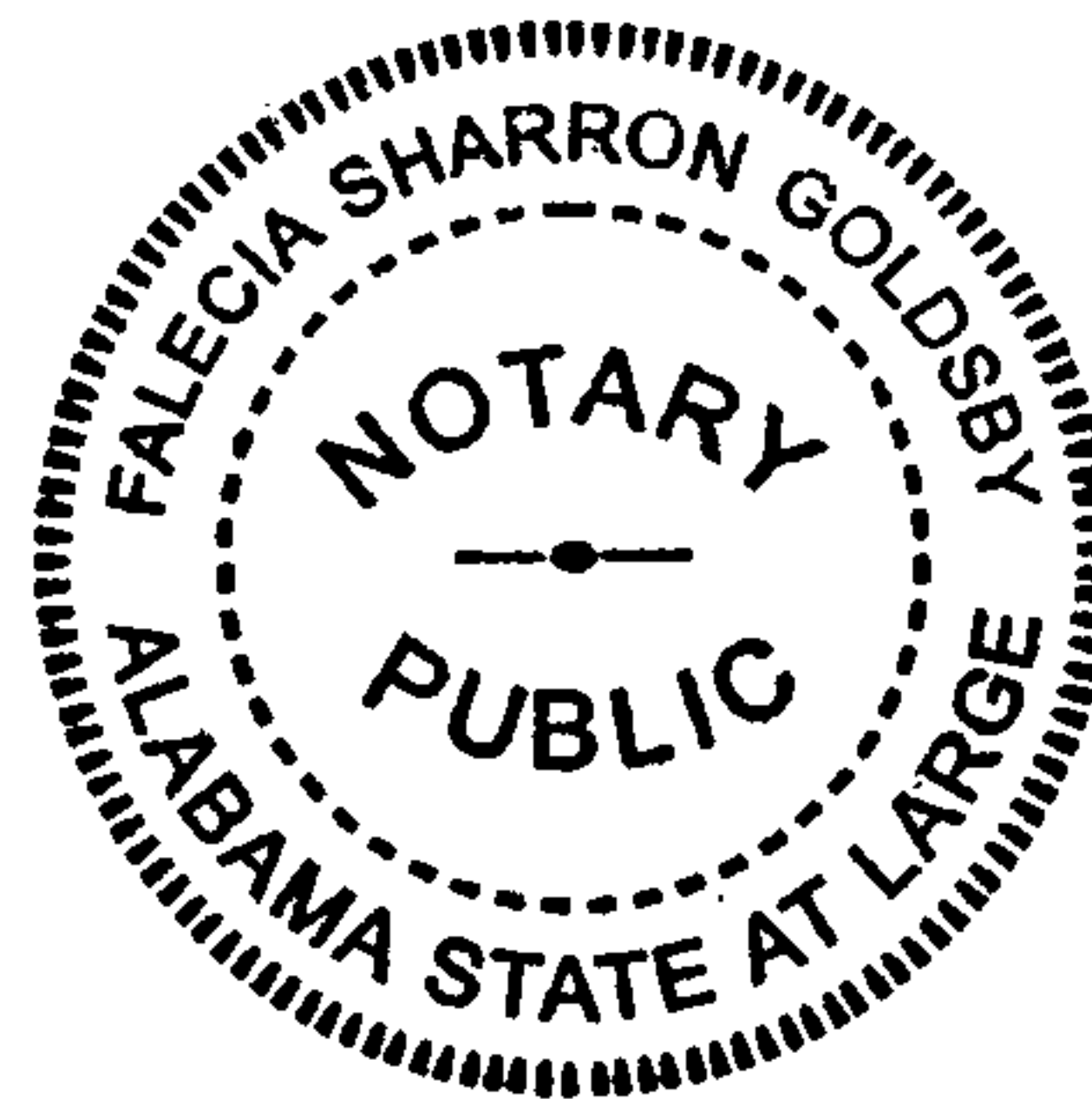
Ethan Woody who acknowledged that he/she/they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 17th DAY OF December, 2025.

[Signature]

NOTARY PUBLIC

My Commission Expires: 11-5-26



Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: Katherine Orabuena
NMLS ID: 685082

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

RELEASED PARTY:

[Signature] (Signature)

Name: John Scott Sutton

Date: 12/17/25

STATE OF Alabama
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 17th day of December, 2025, within my jurisdiction, the within named

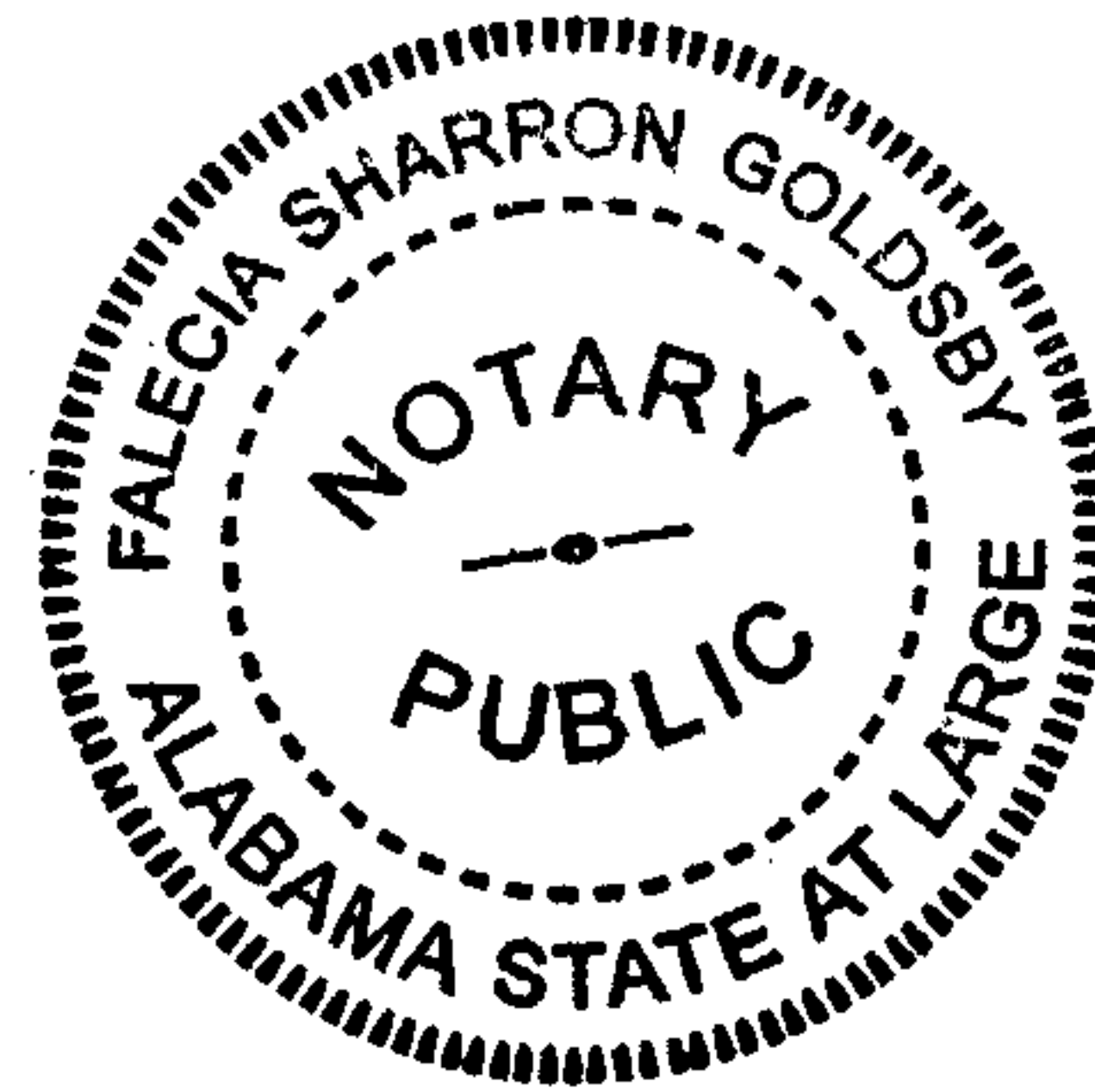
John Scott Sutton who acknowledged that he/she/they signed, delivered and executed the above and foregoing agreement.

SWORN AND SUBSCRIBED BEFORE ME, THIS THE 17th DAY OF December, 2025.

[Signature]

NOTARY PUBLIC

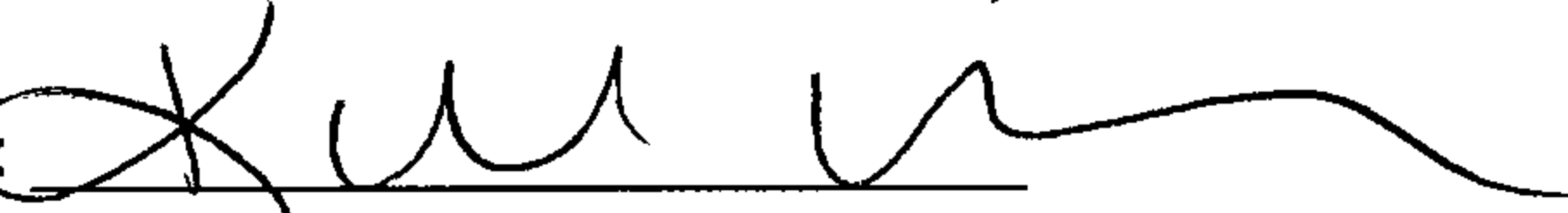
My Commission Expires: 11-5-26



Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: Katherine Orabuena
NMLS ID: 685082

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

PENNYMAC LOAN SERVICES, LLC:

By: 

Name: Karen Denton

Title: First Vice President

Date: DEC 19 2025

STATE OF _____

COUNTY OF _____

On _____ before me, _____, who personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEE ATTACHED

Signature _____ (Seal)

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: Katherine Orabuena
NMLS ID: 685082

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)

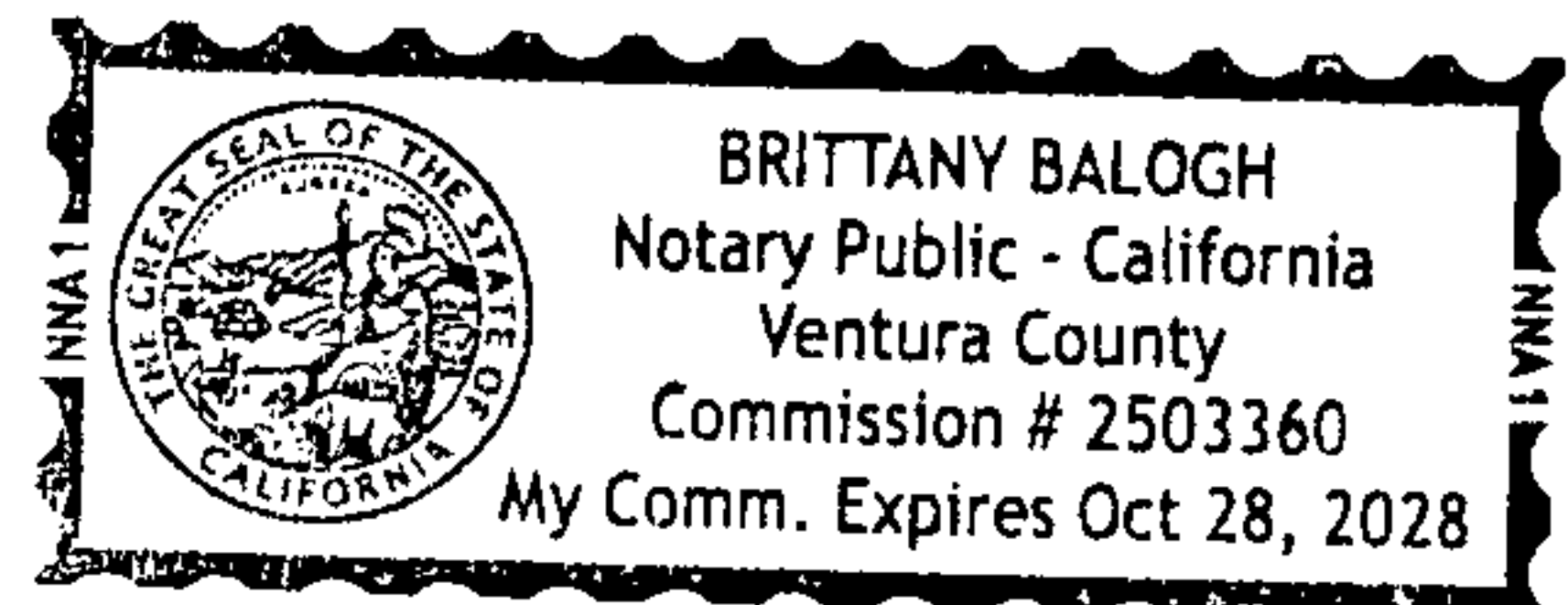
On 12/19/2025 before me, Brittany Balogh, Notary Public
(insert name and title of the officer)

personally appeared Karen Denton
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Brittany Balogh* (Seal)



LEGAL DESCRIPTION

The following described property:

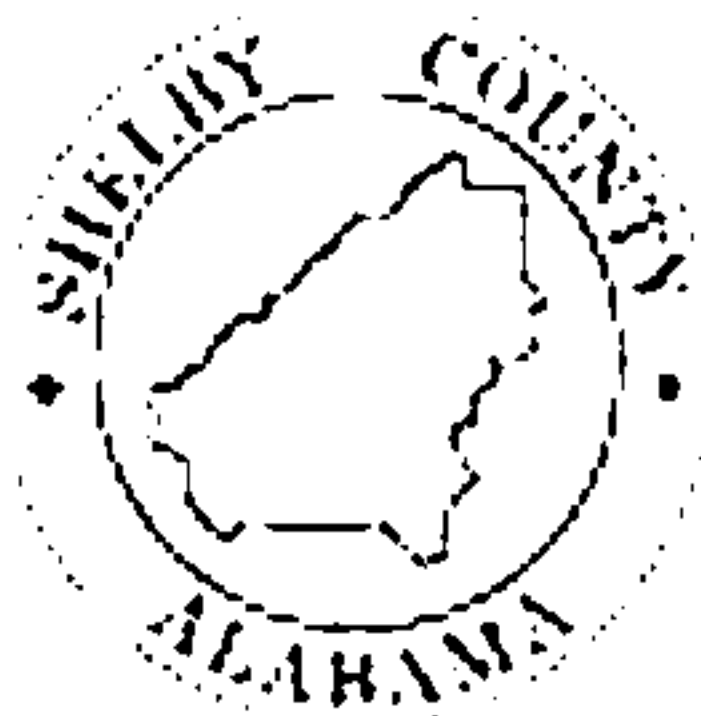
SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA.

LOT 17, ACCORDING TO THE FINAL PLAT OF WILD TIMBER, PHASE 1, AS RECORDED IN MAP BOOK 31, PAGE 59, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO JOHN SCOTT SUTTON, III FROM RUSSELL CHASE WEBB, AN UNMARRIED MAN, BY VIRTUE OF A DEED DATED 02/12/2020, RECORDED 02/13/2020, IN DEED INSTRUMENT NO. 20200213000061170, COUNTY OF SHELBY AND STATE OF ALABAMA.

SOURCE OF TITLE: DEED INSTRUMENT NO. 20200213000061170
Assessor's Parcel No: 14-1-02-3-002-017.000

Commonly known as: 121 Wild Timber Pkwy, Pelham, Alabama 35124



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/26/2025 01:48:58 PM
\$43.00 KELSEY
20251226000394480

Allie S. Boyd

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: Katherine Orabuena
NMLS ID: 685082