

After recording return to:
~~Rocket Mortgage, LLC
11511 Luna Road, Suite 200
Farmers Branch, TX 75234
Shannon Freeman~~

Prepared by:
Michael H. Patterson
2310 Interstate 20 West, Suite 100
Arlington, TX 76017-1668

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

[Space Above This Line For Recording Data]

VA LOAN ASSUMPTION AGREEMENT
(Agreement Creating Liability to Holder and to the United States)

2005576848

VA Case # 22-22-6-€796359
LO Company NMLS ID 3030
LO NMLS ID 930479
Loan # 0695949826
MIN #100853706002532644
MERS TELEPHONE 1-888-679-6377

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of **March 6, 2026**, between **David J. Potyok** ("Seller") and **CHRISTINA K. POTYOK, a single woman** ("Borrower") and **Rocket Mortgage, LLC**, its successors and assigns ("Lender"). Lender agrees to the assumption of one certain promissory note ("Note") dated **April 2, 2021**, in the original principal amount of **\$277,240.00** executed by **David James Potyok and Christina K. Potyok** ("Maker") payable to the order of Lender. The Note is secured by a Mortgage/Deed of Trust/Security Deed (the "Security Instrument"), in the real property records of **SHELBY COUNTY** County/Parish, **Alabama** under book/page/instrument **Instrument No. 20210409000178030** on **April 9, 2021**. Mortgage Electronic Registration Systems, Inc. ("MERS") is named in the Security Instrument securing the Note solely as Mortgagee/Beneficiary/Grantee and as Nominee for Lender, its successors and assigns. MERS does not, by this document, agree to or consent to the assumption nor does this agreement alter the terms of the underlying Note or Security Instrument. Seller and Borrower 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.

Said Security Instrument conveys the real and personal property described in such Security Instrument (the "Property") located at:

418 APPLEFORD RD, HELENA, AL 35080
(Property Address)

and described as:

Multistate VA Loan Assumption Agreement (Escrow Account Assigned)

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA.

LOT 336, ACCORDING TO THE AMENDED SURVEY OF HILLSBORO SUBDIVISION PHASE 11, AS RECORDED IN MAP BOOK 38, PAGE 147 A AND B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE: DEED INSTRUMENT NO. 20191014000377440

BEING SAME PROPERTY CONVEYED TO DAVID JAMES POTYOK AND CHRISTINA K. POTYOK, FOR AND DURING THEIR JOINT LIVES AS JOINT TENANTS AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM CHARLES SHIRES AND WANDA SHIRES, A MARRIED COUPLE, DATED 10/10/2019, RECORDED 10/14/2019, IN INSTRUMENT NO 20191014000377440, COUNTY OF SHELBY, STATE OF ALABAMA.

Assessor's Parcel No: 135164003059000

Borrower is purchasing the above described property from Seller and desires to assume the payment of the Note and be bound by the terms, covenants, conditions and obligations of the Note and 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 the request of the Seller to allow the Borrower's assumption of the balance of the indebtedness and the terms evidenced by the Note and Security Instrument as part of the consideration for the purchase of the property.

For and in consideration of the mutual promises and agreements, the parties hereto agree as follows:

1. **Acknowledgment and Assumption of Unpaid Principal Balance:** Seller and Borrower acknowledge that as of **March 6, 2026**, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$232,570.78**. Borrower 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. **\$232,570.78** (the "Principal Balance"), consisting of the unpaid principal balance less any reductions of principal made by Seller, any accrued but unpaid interest, and any additional sums advanced by Lender. Borrower also agrees to perform and comply with all covenants, conditions and obligations of the Security Instrument, as amended herein.

2. **Release of Liability:** Seller does hereby transfer and convey to Borrower all of their right, title and interest with respect to any payment heretofore or hereafter received by Lender in connection with the above-described Promissory Note and Security Instrument securing same. Lender releases Seller from any and all liability on or under the Promissory Note and Security Instrument securing such debt.

3. **Assumption of Original Terms:** Borrower acknowledges and agrees to the following terms of the Note:

Interest will be charged on the Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of **2.250%** as set forth below. Borrower's interest rate may change in accordance with the terms stated in the Note. The Borrower promises to make initial monthly payments of principal and interest of U.S. **\$1,059.74**, beginning on **April 1, 2026**, and continuing thereafter on the **First** day of each succeeding month until principal and interest are paid in full. If on **May 1, 2051** ("Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at **PO Box 650783, Dallas, TX 75265**, or at such other place as Lender may

Multistate VA Loan Assumption Agreement (Escrow Account Assigned)

require.

4. **Transfer of Escrow Funds to Borrower:** Seller assigns and transfers to Borrower all funds on deposit for payment of taxes, homeowner association dues, insurance premiums and any applicable refunds. Borrower may be required to supplement those funds according to Lender's escrow analysis and applicable law. Borrower understands that it is Borrower's responsibility to obtain hazard insurance on the Property and that Seller's policy will not inure to Borrower's benefit.

5. **Waiver of Due-on-Transfer Clause:** In consideration of the assumption of the Note and Security Instrument by Borrower, the 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 and transfer by Seller to Borrower, it being understood and agreed that this waiver and relinquishment applies only to said sale and not to any future sales or transfers. In addition, Seller 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 the applicable laws of this state, Seller assigns and transfers to Borrower any and all right and interest in and to any such refund, and Lender is hereby authorized to pay or credit such refund to Borrower.

6. **Indemnity Liability Assumption Clause:** Borrower hereby agrees to assume all of the obligations of Seller under the terms of the instruments creating and securing the Loan. Borrower further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

7. **Loan Documentation:** The provisions of the Note and Security Instrument shall continue in full force and effect, and the Seller and Borrower acknowledge and reaffirm Seller and Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instruments, 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof. Any default by Borrower 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 said Security Instrument.

8. **Partial Invalidity:** Should the lien of the Security Instrument be deemed invalid or unenforceable as to any part of the debt or any part of the Property, the lien shall remain in full force and effect as to the remainder of the debt and Property, and such remaining lien shall be severed from and unaffected by the portion of the lien deemed invalid. If the lien of the Security Instrument is invalid or unenforceable as to any part of the debt or any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of the Security Instrument.

9. **Miscellaneous:** Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement and any other documents executed in connection herewith. 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.

10. **No Oral Agreements:** The written Loan Agreements 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.

Mortgage Electronic Registration Systems, Inc. ("MERS") as Mortgagee/Beneficiary/Grantee and as Nominee for Lender, its successors and assigns.

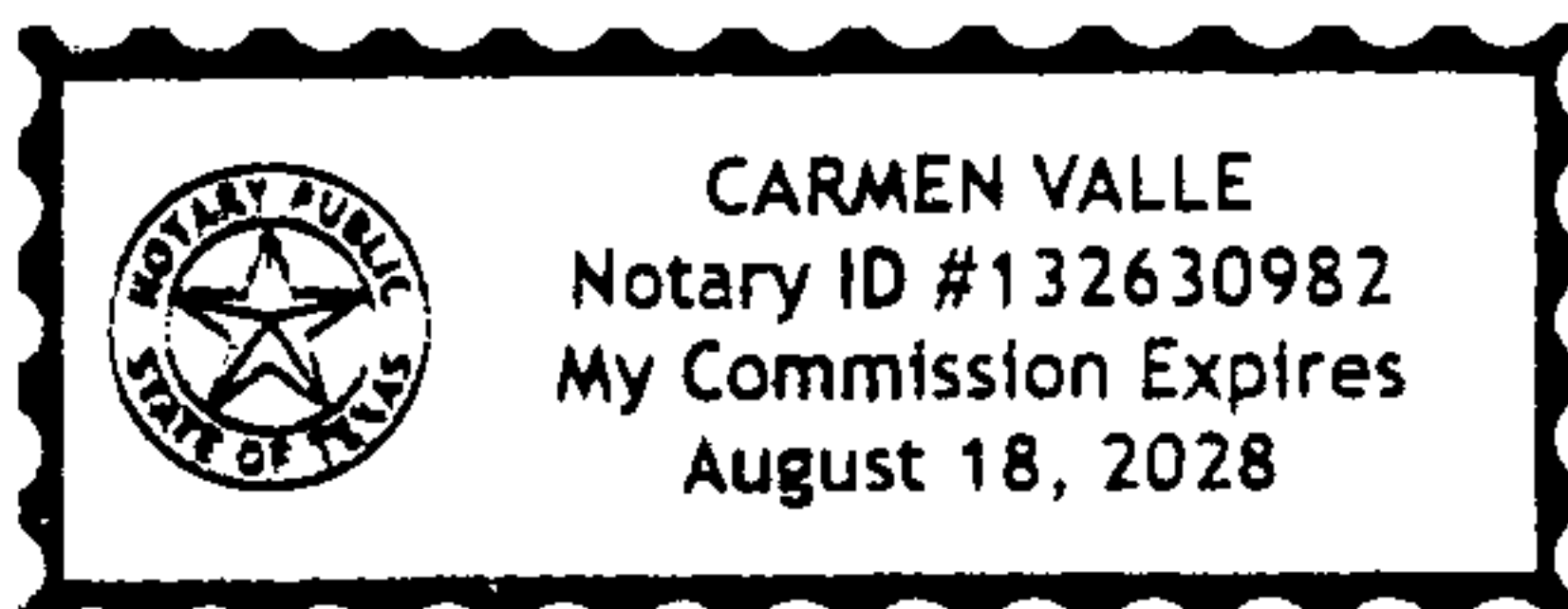
By: Esperanza Villegas
Esperanza Villegas, Assistant Secretary

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 6th day of March, 20 26 by Esperanza Villegas of Mortgage Electronic Registration Systems, Inc. ("MERS") as Mortgagee/Beneficiary/Grantee and as Nominee for Lender, its successors and assigns.

Carmen Valle
Notary Public
Printed Name: Carmen Valle
My commission expires: August 18, 2028



Rocket Mortgage, LLC its successors and assigns

By: Esperanza Villegas Esperanza Villegas, Assistant Secretary
Authorized Signatory for Rocket Mortgage, LLC

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 6th day of
March, 2026 by Esperanza Villegas an

Authorized Signatory for Rocket Mortgage, LLC.

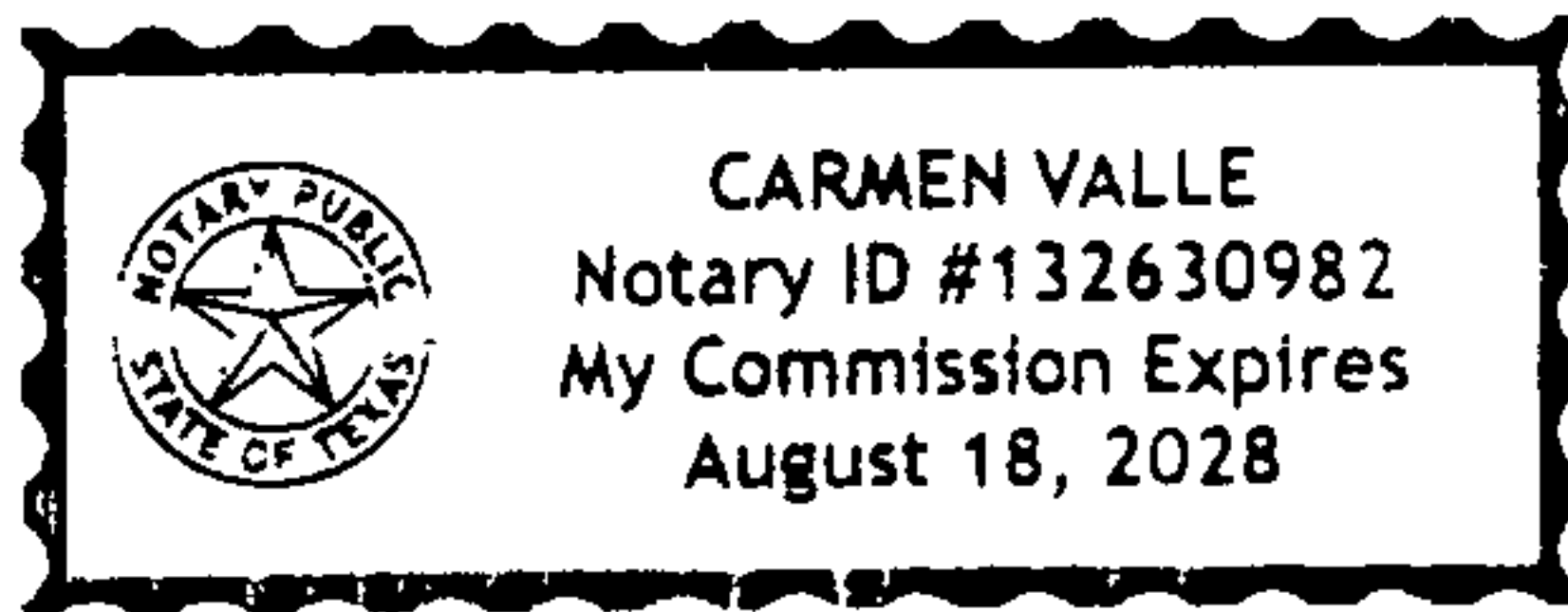
Given under my hand this 6th day of March, 2026.

Carmen Valle

Notary Public

Printed Name: Carmen Valle

My commission expires: August 18, 2028



BORROWER(S):

Christina Potyok

3/7/2024

Signature

Date

CHRISTINA K. POTYOK

Mailing address:
418 APPLEFORD RD
HELENA, AL 35080

[Sign Originals Only]

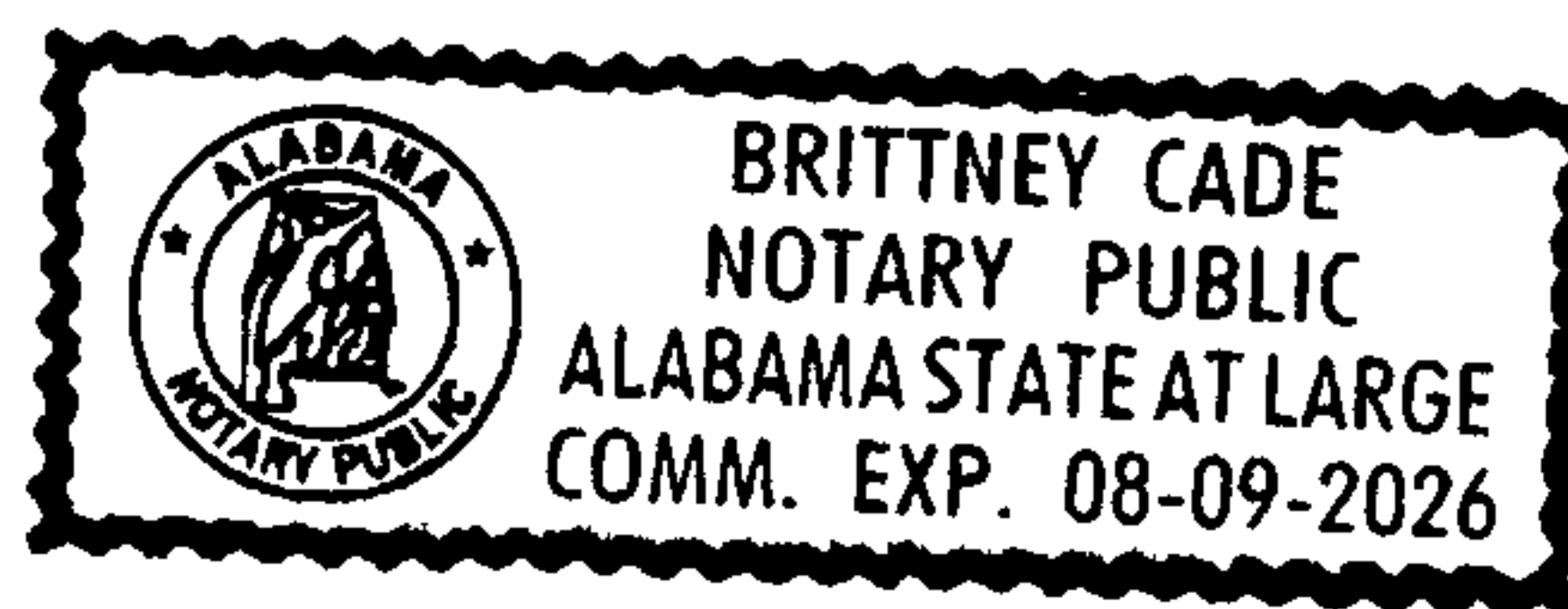
STATE OF ALABAMA
COUNTY OF Shelby

Before me, the undersigned authority, on this day personally appeared **CHRISTINA K. POTYOK**, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 7th day of March, 2024

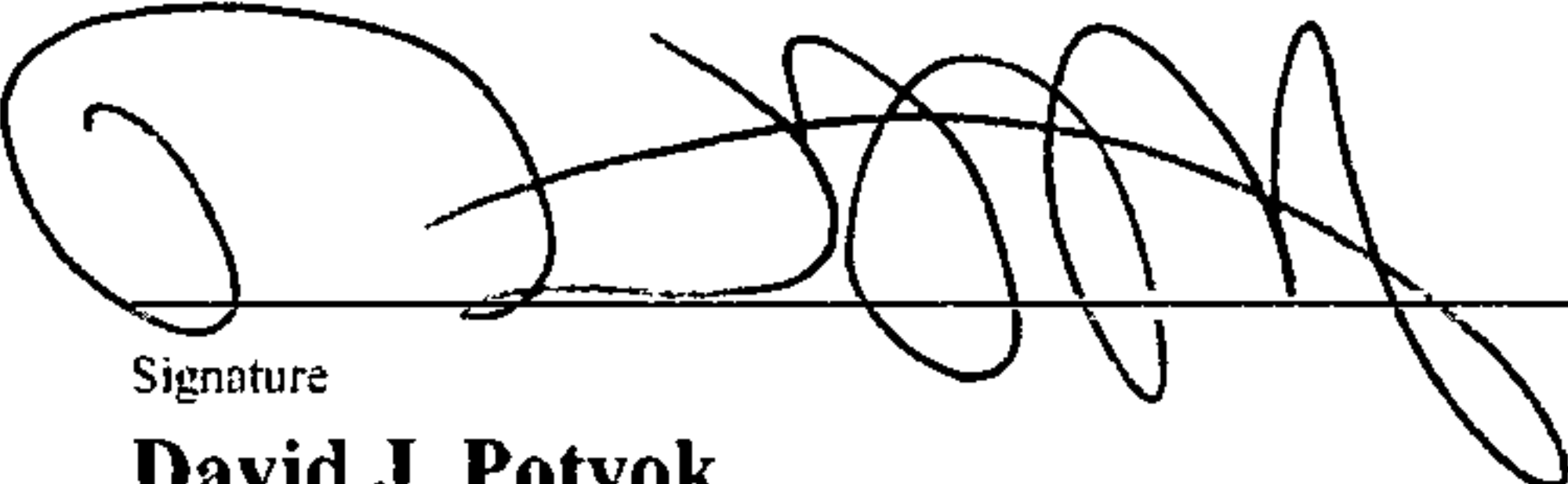
Brittney Cade
Notary, State of Alabama

Printed Name: Brittney Cade
My Commission Expires: 08/09/2026



Multistate VA Loan Assumption Agreement (Escrow Account Assigned)

SELLER(S):

 3/6/2026
Signature Date
David J. Potyok

Mailing address:
341 Co Rd 3971
Arley, AL 35541

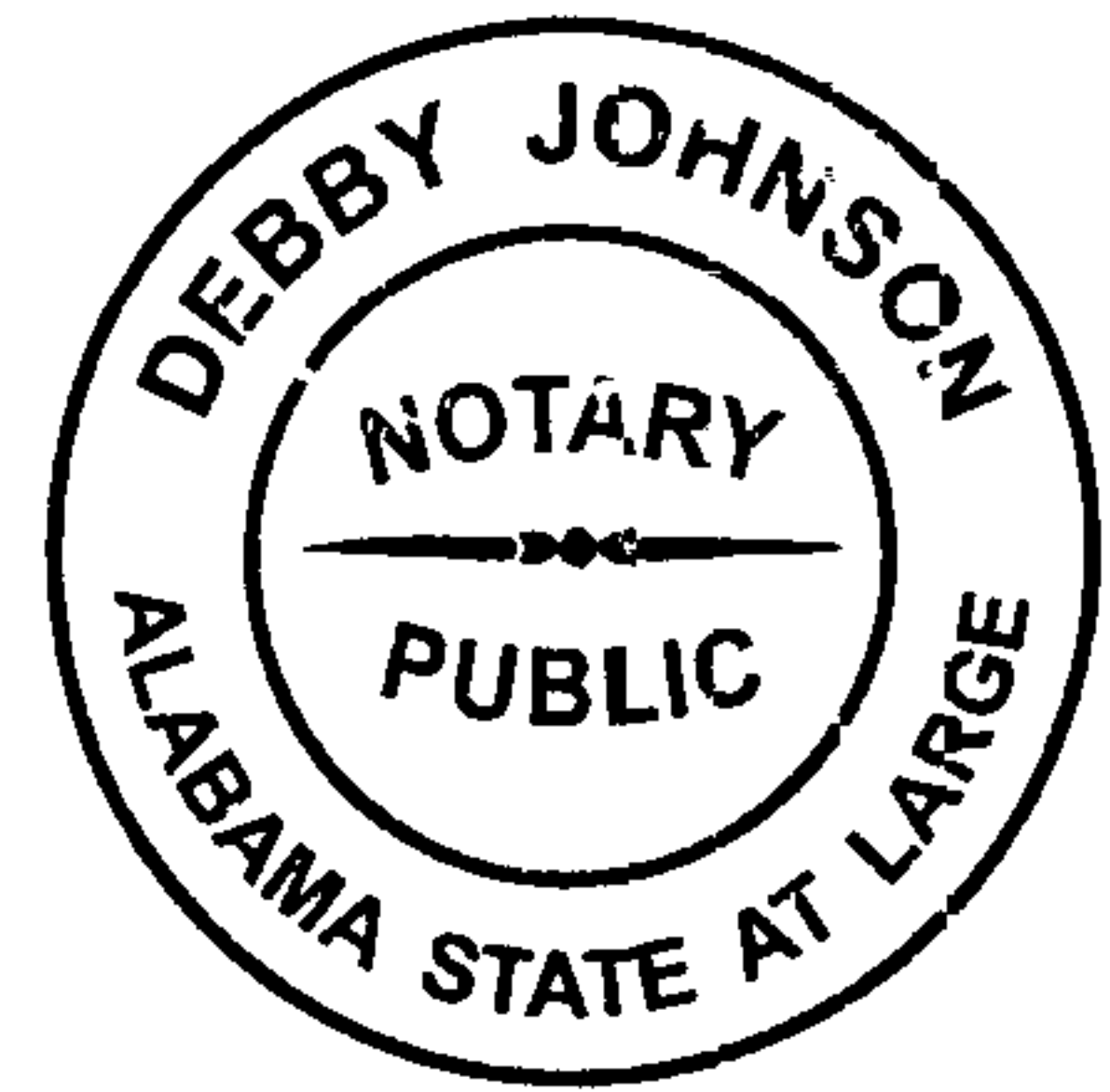
STATE OF ALABAMA
COUNTY OF Winston

Before me, the undersigned authority, on this day personally appeared **David J. Potyok**, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 6th day of March, 2026.

Debby Johnson
Notary, State of Alabama

Printed Name: Debby Johnson
My Commission Expires: 8-3-2027



MLO Org.: Rocket Mortgage, LLC (ID: 3030) | MLO Indv: Quardesa Osborne (ID: 930479)

Multistate VA Loan Assumption Agreement (Escrow Account Assigned)



Filed and Recorded
Official Public Records 7
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/11/2026 02:34:04 PM
\$42.00 JOANN
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Allie S. Beal