Instrument #: 2025297468, Pg 1 of 6, 7/9/2025 4:47:04 PM INT. TAX PD (F.S. 199) \$1428.87, DOC TAX PD (F.S. 201.08) \$2500.75, Deputy Clerk: OSERVICE Victor D. Crist, Clerk of the Circuit Court Hillsborough County

> After recording return to: Nationstar Mortgage LLC dba Mr. Cooper 11511 Luna Road, Suite 200 Farmers Branch, TX 75234 Donna Jones

Prepared by or under the supervision of: Aaron N. Siddique 1600 Airport Freeway, Suite 205 Bedford, Texas 76022

[Space Above This Line For Recording Data]

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

NCER;

VA Case # 17-17-6-2455080 LO Company NMLS ID 2119 LO NMLS ID 1371424 Loan # 0702881814 MIN #100032412233583514 MERS TELEPHONE 1-888-679-6377

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THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made effective as of July 2, 2025, between Timothy Daniel Ross aka Timothy Ross and Sarah Jean Ross ("Seller") and Kelsey L. Worley and Allison Worley, a married couple, with her joining herein to perfect the security interest but not to otherwise be liable ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee/beneficiary, as nominee for United Wholesale Mortgage, LLC, its successors and assigns ("Lender"), amends and supplements one certain promissory note ("Note") dated July 28, 2023, in the original principal amount of \$733,430.00 executed by Timothy Ross ("Maker") payable to the order of United Wholesale Mortgage, LLC in accordance with the terms set forth therein. 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. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated July 28, 2023, and filed for record on August 7, 2023, in the real property records of Hillsborough County/Parish, Florida under Instrument No. 2023347672 on August 7, 2023.

Multistate VA Loan Assumption Agreement (Escrow Account To Be Set Up)

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UNCERTIE INCERTIFIEL indebtedness created and secured by the Note, Security Instrument, and other instruments executed in connection with the Note and Security Instrument, including this Agreement, shall be referred to herein as the "Loan."

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

"Property") located as:

(Property Address)

and described as:

The Land referred to herein below is situated in the County of Hillsborough, State of Florida and is described

ACCORDING TO THE MAP OR PLAT

PECORDS OF THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 56, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. TOGETHER WITH THE EASTERLY HALF OF THE VACATED ALLEY LYING WESTERLY OF AND ADJACENT TO LOT 3.

APN #: A-20-30-18-42J-000247-00003.0

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:

- Acknowledgment and Assumption of Unpaid Principal Balance: Seller and Borrower acknowledge that as of July 2, 2025, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. \$714,434.88. 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. \$714,434.88 (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.
- 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 abovedescribed 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.
- 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 5.625% 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. \$4,222.04, beginning on August 1, 2025, and continuing thereafter on the First day of each succeeding month until principal and interest are paid in full. If on August 1, 2053 ("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 require.

Escrows: Borrower will establish and set up escrows at closing. Borrower understands that it is Borrower's responsibility to obtain hazard insurance on the Property and that Seller's policy will not inure to

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Multistate VA Loan Assumption Agreement (Escrow Account To Be Set Up)

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NCERTIE Borrower's benefit,

- INCERTIFIEL NCERTIFIE 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.
- 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.
- Loan Documentation: The provisions of the Note and Security Instrument shall continue in full 7. 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 Sccurity Instrument.
- 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.
- 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.

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.

Multistate VA Loan Assumption Agreement (Escrow Account To Be Set Up)

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UNCERTIFI INCERTIFIEL NCERTIFIL Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee/beneficiary, as nominee for United Wholesale Mortgage, LLC, its successors and assigns Esperanza Villegas, Assistant Secretary UNCERTIFIEL STATE OF Texas I, <u>Carmen Valle</u> COUNTY OF Dallas , a notary public in and for said County, in said State hereby certify that Esperanza Villegas whose name as Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as mortgagee and as nominee for United Wholesale Mortgage, LLC, its successors and assigns, who is known to me, acknowledged before me on this day that, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this 1st day of _, 20<u>25</u> . Notary Public Printed Name: Carmen Valle My commission expires: August 18, 2028

Multistate VA Loan Assumption Agreement (Escrow Account To Be Set Up)

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CARMEN VALLE Notary ID #132630982 My Commission Expires August 18, 2028

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BORROWER(S):

Kelsey L. Worley

Mailing address: 9919 Klaus Circle Glen Allen, VA 23060 Allison Worley

Kenneth A. Wolfe, MAJ, USA Military Assistance Program

U.S. Embassy, Amman, Jordan Federal Notary per 10 U.S.C. § 1044a

Mailing address: 9919 Klaus Circle Glen Allen, VA 23060

[Sign Originals Only]

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STATE OF FLORIDA

UNCERTIFIEL The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, , 2025, by Kelsey L. Worley and Allison Worley. this Znd day of July

UNCER:

Printed Name: Kenneth Andrew Wolfe

[] Personally known, or

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Produced Identification

Type of Identification Produced: Pepartment of Defence ID+

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UNCERTIFIE SELLER(S):

Timothy Daniel Ross aka Timothy Ross

Mailing address: 1108 Lavaca St. Ste. 110-397 Austin, TX 78701

which from

Sarah Jean Ross

INCERTIFIEL

Mailing address: 1108 Lavaca St. Ste. 110-397 Austin, TX 78701

STATE OF TEXAS

The foregoing instrument was acknowledged before me this 317 Timothy Daniel Ross aka Timothy Ross and Sarah Jean Ross.

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Notary Public

LETICIA TAPIA-OJEDA, NOTARY PUBLIC

Printed Name: My commission expires:

LETICIA TAPIA-OJEDA Notary Public, State of Texas Comm. Expires 03-07-2028 Notary ID 4258975

UNCERTIFIEL MI.O Org: UNITED WHOLESALE MORTGAGE, LLC (ID: 2119) MLO Indv: Don Pierce (ID: 1371424)

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