

TOTAL CONSIDERATION = \$56,301.41

THIS INSTRUMENT PREPARED BY:
CARRIE N. FELICE, ESQ.
THE HOGAN LAW FIRM, LLC
11031 Spring Hill Drive
Spring Hill, FL 34608
(352) 686-0334

RETURN TO:
Sumter County Housing Services
319 East Anderson Ave, Suite 103
Bushnell, FL 33513
(352) 689-4400

Parcel I.D. #: F32Q264

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (“AGREEMENT”) is made this 30th day of January 2020, by and between **STACY SCHLEMAN**, (“**NEW OWNER**”), and **SUMTER COUNTY** (“**COUNTY**”).

RECITALS:

WHEREAS, DOT H. SMITH, a single woman (“**ORIGINAL OWNER**”) owned the real property described below; and

WHEREAS, the **ORIGINAL OWNER** and the **COUNTY** entered into that certain Promissory Note and Purchase Money Mortgage dated August 2, 2012, and recorded on August 10, 2012, in Official Records Book 2483, Page(s) 99-103, Instrument Number 201260025272, subsequently amended by that certain Mortgage Modification Agreement, dated November 9, 2012, and recorded on November 29, 2012 in Official Records Books 2528, Pages 615-616, in the Public Records of Sumter County, Florida, encumbering the real property (“**PROPERTY**”) described in the Purchase Money Mortgage recorded in Official Records Book 2483, Pages 99-103 and incorporated herein by this reference; and

WHEREAS, the **ORIGINAL OWNER** of the **PROPERTY** is deceased; and

WHEREAS, the **NEW OWNER** of the **PROPERTY** received an undivided one-fourth ownership interest in the property by Order Determining Homestead Status of Real Property issued on October 4, 2019 In Re: Estate of Dot H. Smith, Case No. 2019-CP-663; and

WHEREAS, the obligations under the Purchase Money Mortgage and Promissory Note remain outstanding and the **NEW OWNER** has agreed to assume all obligations contained therein.

NOW, THEREFORE, for and in consideration of the sum of ten dollars and zero cents (\$10.00) and other valuable consideration, the **NEW OWNER** and the **COUNTY** hereby agree as follows:

1. The foregoing Recitals are true and correct and incorporated herein by this reference.

2. **STACY SCHLEMAN** hereby assumes and agrees to perform, be bound by, pay, and be subject to, as if **STACY SCHLEMAN** had originally executed the Purchase Money Mortgage and Promissory Note. **STACY SCHLEMAN** agrees to be bound by all covenants, agreements, and requirements of the Purchase Money Mortgage and Promissory Note as if originally obligated thereunder. Nothing in this **AGREEMENT** shall be construed to be a satisfaction or release in whole or in part of the terms and conditions of Purchase Money Mortgage and Promissory Note. It is the intention of the **COUNTY** and **STACY SCHLEMAN**, that **STACY SCHLEMAN** be fully liable on the Purchase Money Mortgage and Promissory Note.

3. Except as otherwise specifically provided in this **AGREEMENT**, the Purchase Money Mortgage and Promissory Note shall remain unchanged, and **STACY SCHLEMAN** and the **COUNTY** shall be bound by, and comply with all of the terms and provisions thereof and the mortgage liens created by the Purchase Money Mortgage and Promissory Note shall remain in full force and effect and shall continue to be a second mortgage lien on the **PROPERTY**.

4. Remaining owners of the **PROPERTY**, by their signature below, hereby acknowledge and consent to **STACY SCHLEMAN**'s assumption of the Purchase Money Mortgage and Promissory Note described herein. In no way does their acknowledgment create a joinder in the financial responsibility of the remaining owners.

The parties acknowledge having read all of the provisions of this **AGREEMENT** and agree to its terms.

[Signature]
Witness

[Signature]
STACY SCHLEMAN

[Signature]
Witness

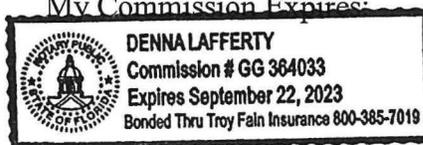
STATE OF FLORIDA)
COUNTY OF SUMTER)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **STACY SCHLEMAN**, who is personally known to me or who produced as identification and who did take an oath and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed on 30th day of January, 2020.

[Signature]
Notary Public

[Signature]
Notary Name Printed

My Commission Expires:



ATTEST:
GLORIA HAYWARD, CLERK OF COURT

SUMTER COUNTY, a political
subdivision of the State of Florida by Its
County Commissioners,

DEPUTY CLERK

By: **STEVE PRINTZ**, Chairman, Sumter
County Board of County Commissioners

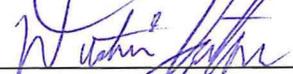
APPROVAL AND CONSENT OF REMAINING PROPERTY OWNERS:



KATHY LOLLAR



LISA MILLS



DUSTIN JOHNSTON



DEBBIE CARLISLE



BECKY OSWALT