

REF LOAN # 047818

THIS INSTRUMENT WAS PREPARED BY: JAMES W. HENSON
Attorney at Law
P. O. Box 251
Pelham, AL 35124

ASSUMPTION AGREEMENT

THIS AGREEMENT made this _____ day of June 19 84, by and between Paul D. McCreary and wife, Karen A. McCreary (Sellers); Real Estate Financing, Inc. (Lender); and John M. Rogers and Donna K. Rogers (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 86,550.00 dated June 1, 1979, which Note is secured by a Mortgage of the same date recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Property Book 392, at Page 364 and amended in Misc. Book 36 page 372 in said Probate Office 364, securing the following described: Lot 290, according to the survey of Chandalar South, Sixth Sector, as recorded in Map Book 7 page 50, in the Office of the Judge of Probate of Shelby County, Alabama.

and the Lender now being the owner and holder of said Note and Mortgage, and;

WHEREAS, Sellers have conveyed or are about to convey the said real property described in said Mortgage to the Purchasers; NOW THEREFORE, in consideration of the premises and of the agreement set forth herein, it is hereby agreed as follows:

1. Lender does hereby consent to the sale and conveyance of the property conveyed under Mortgage by Sellers to Purchasers.
2. Purchasers agree to perform each and all of the obligations provided in said Mortgage to be performed by Sellers at the time, and in the manner and in all respects as therein provided.
3. Purchasers agree to be bound by each and all of the terms and provisions of said Mortgage as though said Note and Mortgage, had originally been made, executed and delivered by Purchasers.
4. That the real property together with all improvements thereon described in said Mortgage shall remain subject to the lien, charge or encumbrances of said Mortgage, and nothing herein contained or done pursuant hereto shall effect or be construed to effect the liens, charges, or encumbrances or except as therein otherwise expressly provided to release or effect the liability under or on account of said Note and Mortgage.
5. That in this Agreement, the singular number includes the plural, and plural number includes the singular.

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6. That this Agreement applies to and binds all parties hereto and the respective heirs, devisees, administrators, executors, successors and assigns.

John M. Rogers
PURCHASER JOHN M. ROGERS

Donna K. Rogers
PURCHASER DONNA K. ROGERS

Paul D. McCreary
SELLER PAUL D. MCCREARY

Karen A. McCreary
SELLER KAREN A. MCCREARY

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, do certify that Paul D. McCreary and wife, Karen A. McCreary, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day of the same bears date.

GIVEN under my hand official seal this the 11th day of June 1984.

Quita F. Latham
NOTARY PUBLIC

3/29/88
COMMISSION



STATE OF ALABAMA

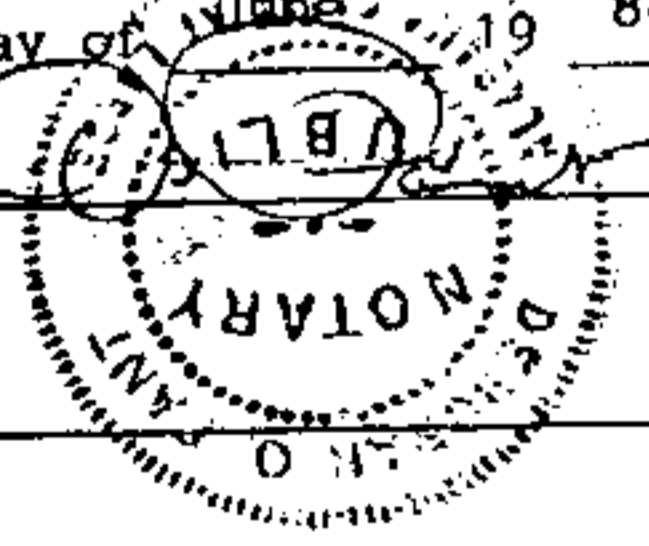
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that John M. Rogers and wife, Donna K. Rogers, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day of the same bears date.

GIVEN under my hand official seal this the 11th day of June 1984.

Donald C. [Signature]
NOTARY PUBLIC

2-6-88
COMMISSION



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 JUN 12 AM 11:53

Thomas A. [Signature]
JUDGE OF COURSE

Rec 3.00
Jud 1.00
4.00

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