

REF LOAN # 053808-2THIS INSTRUMENT WAS PREPARED  
BY:COURTNEY H. MASON, JR.P. O. BOX 360187BIRMINGHAM, AL 35236-0187

## ASSUMPTION AGREEMENT

THIS AGREEMENT made this 25th day of July 19 84, by and betweenJackson I. and Marianne F. Hatton (Sellers); Real Estate Financing, Inc.(Lender); and Johnny Mark Dottley andKay Oliver (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 38,000.00 dated November 21, 1980, 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 408, at Page 53, securing the following described:

Lot 12, Block 5, according to the map and survey of Oak Mountain Estates, Fifth Sector, as recorded in Map Book 5, Page 124, in the Probate Office 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.

*Courtney H. Mason*

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BOOK

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

John Mark Dottle  
PURCHASER

Kay Oliver  
PURCHASER

Jackson I. Hatton  
SELLER

Marianne F. Hatton  
SELLER

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do certify that Jackson I. Hatton and Marianne F. Hatton; 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 25th day of July 19 84.

Rec. 500  
Ind. 100  
600

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

1984 JUL 27 PM 3:30

Thomas A. Shumaker, Jr.  
JUDGE OF PROBATE

[Signature]  
NOTARY PUBLIC

4/9/87

COMMISSION

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Johnny Mark Dottle and Kay Oliver, 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 25th day of July 19 84.

[Signature]  
NOTARY PUBLIC

4/9/87

COMMISSION