

REF LOAN # 046726-6

THIS INSTRUMENT WAS PREPARED BY:

Courtney H. Mason, Jr., P.A.
P. O. Box 360187
Birmingham, AL 35236-0187

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 31st day of July 1984, by and between William B. Burns and Joan M. Burns (Sellers); Real Estate Financing, Inc. (Lender); and Eugene E. Roberts, Jr. and Joan T. Roberts (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 75,750.00 dated March 22, 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 389, at Page 729, securing the following described:

Lot 23, Block 2, according to the Survey of Gross' Addition to Altadena South, 2nd Phase of 1st Sector, as recorded in Map Book 6, Page 17, in the Probate Office of Shelby County, Alabama.

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

58 **PAGE** 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:

- BOOK** 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 Mason

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

Eugene E. Roberts, Jr.
PURCHASER EUGENE E. ROBERTS, JR.

William B. Burns
SELLER WILLIAM B. BURNS

Joan T. Roberts
PURCHASER JOAN T. ROBERTS

Joan M. Burns
SELLER JOAN M. BURNS

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, do certify that William B. Burns and Joan M. Burns, 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 31st day of July 19 84.

[Signature]
NOTARY PUBLIC

4/9/87
COMMISSION

BOOK 58 PAGE 39

STATE OF ALABAMA

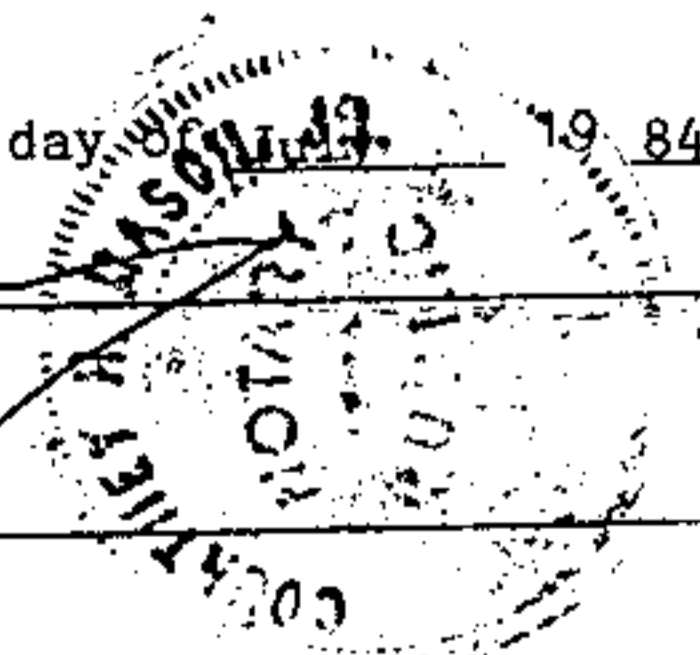
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Eugene E. Roberts, Jr. and Joan T. Roberts, 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 31st day of July 19 84.

[Signature]
NOTARY PUBLIC

4/9/87
COMMISSION



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

1984 AUG -2 PH 3: 32

Thomas A. Standen, Jr.
JUDGE OF PROBATE

Fee 5.00
Fund 1.00
6.00