

REF LOAN # #050900-0

THIS INSTRUMENT WAS PREPARED BY:

✓ Frank K. Bynum
2100 - 16th Avenue, South
Birmingham, AL 35205

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ASSUMPTION AGREEMENT

THIS AGREEMENT made this 15th day of March 19 85, by and between _____
P. Hal Wheat and wife, Kathy J. Wheat (Sellers); Real Estate Financing, Inc.

(Lender); and Michael R. Allen and wife.
Marcia J. Allen (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 52,650.00 dated 12/5/79, 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 398, at Page 949, securing the following described:
Lot 18, according to the Survey of Woodland Hills, First Phase, Fifth Sector, as recorded in Map Book 7, Page 152, 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.

Michael R. Allen
PURCHASER Michael R. Allen

Marcia J. Allen
PURCHASER Marcia J. Allen

P. Hal Wheat
SELLER P. Hal Wheat

Kathy J. Wheat
SELLER Kathy J. Wheat

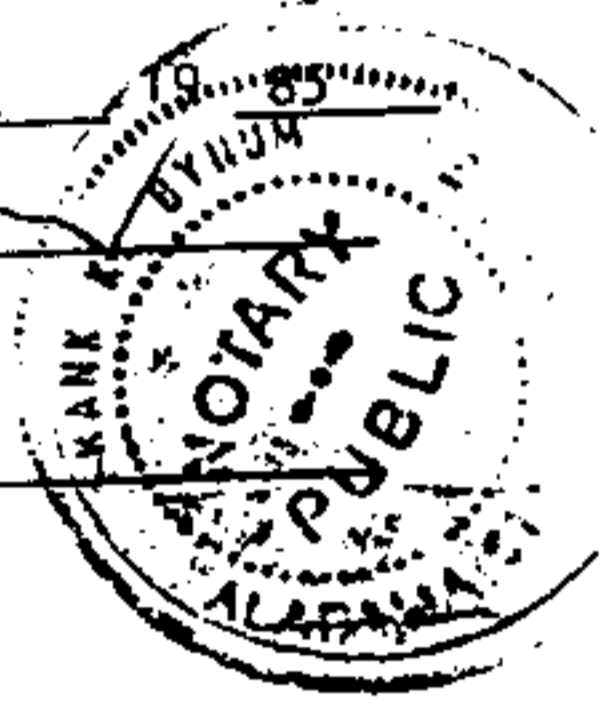
STATE ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, do certify that Michael R. Allen and wife, Marcia J. Allen, 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 15th day of March 1985

[Signature]
NOTARY PUBLIC
11/20/88
COMMISSION



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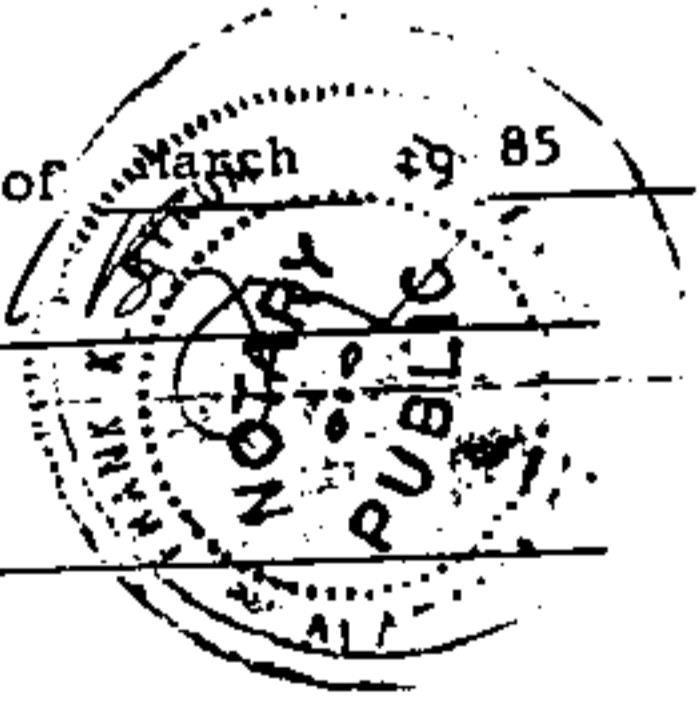
STATE ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that P. Hal Wheat and wife, Kathy J. Wheat, 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 15th day of March 1985

[Signature]
NOTARY PUBLIC
11/20/88
COMMISSION



STATE OF ALABAMA SHELBY CO.
I CERTIFY THIS
1985 MAR 19 AM 10:17

[Signature]
JUDGE

RECORDING FEES
Recording Fee \$ 5.00
Index Fee 1.00
TOTAL \$ 6.00