

REF LOAN# _____

072962 4

THIS INSTRUMENT WAS PREPARED
BY:

William H. Halbrooks, Attorney
Suite 820 Independence Plaza
Birmingham, AL 35209

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 23rd day of December 1985, by and between
Sandy G. Singer and Janet G. Singer (Sellers); Real estate Financing, Inc.
(Lender); and Donald W. Wright and _____
(Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note
in the original sum of \$5,600.00 dated 1-4-85, 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 13, at
Page 687, securing the following described:

Lot 31, in Block 1, according to the Town of Adam Brown,
Phase 2, as recorded in Map Book 8, page 25, in the Pro-
bate Office of Shelby County, Alabama.
and the Lender 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.

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

Donald W. Wright
PURCHASER
Donald W. Wright

PURCHASER

Sandy G. Singer
SELLER Sandy G. Singer
Janet G. Singer
SELLER Janet G. Singer

STATE ALABAMA
COUNTY JEFFERSON

I, ~~the undersigned~~, a Notary Public in and for said County in said State, do certify that Sandy G. Singer and Janet G. Singer, 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 23rd day of Dec 19 85...

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

1986 FEB 11 AM 11:07

Thomas H. Shumaker, Jr.
JUDGE OF PROBATE

Rec 500
100
600

Wini Holbrook
NOTARY PUBLIC
4 21 88
COMMISSION

STATE ALABAMA
COUNTY JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Donald W. Wright and , 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 23rd day of Dec 19 85.

BOOK 060 PAGE 509

Wini Holbrook
NOTARY PUBLIC
4 21 88
COMMISSION