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THIS AGREEMENT made this 28th day of May 19 86,
by and between Joel B. Spears and Laura B. Spears
(Sellers); Life Insurance Company of Georgia
by: Real Estate Financing, Inc. (Lender); and
Wayne C. Stone and Wanda G. Stone
(Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory
Note in the original principal sum of \$ 69,500.00
date May 11, 1978, which Note is secured by a Mortgage
of same dated recorded in the Office of the Judge of Probate of Shelby
County, Alabama, in ~~xxxx Mortgage xxx~~ Book 378, at Page
40, securing the following described property:

Lot 29, according to the Survey of Riverchase Country Club, 2nd Addition,
as recorded in Map Book 6, page 145, in the Office of the Judge of Shelby
County, Alabama.

and the Lender now being the owner and holder of said Note and Mortgage: and

WHEREAS, said Mortgage provides that the Lender has the right to declare
all sums secured by it immediately due and payable upon transfer or sale of
the Mortgagor's interest in the property, but that such right may be waived
by Lender if prior to the transfer of said property Lender and the Purchaser
of the property reach agreement in writing that the credit of such persons
is satisfactory to the Lender and that the interest rate payable on the sum
secured by it shall be at a rate Lender shall request; 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. That the credit of the Purchasers is satisfactory to the Lender.
3. That after the May 1, 1986 payment has been made
on said Note, the Sellers are not hereby released from further liability under
said Note.
4. That the Purchasers will jointly and severally join in the execution
of the original Note as co-makers thereof if so requested by the Lender and
hereby covenant, and agree: (a) That the interest rate payable upon said Note
and Mortgage shall hereafter be at the rate of 9.25 percent and that the
Purchasers shall pay said Note in installments at the times, in the manner and
in all respects as therein provided, and further, assume full liability for

Larry Halcon

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payment of the indebtedness as evidenced by the Note and Mortgage at the rate of 9.25 percent per annum on the remaining principal balance of the Note, that balance being \$ 64,447.72, said payments to be made at the principle office of the Lender in consecutive monthly installments of \$ 571.99, on the 1st day of each month beginning June 1, 19 86, until the entire indebtedness is fully paid.

(b) 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; and

(c) To be bound by each and all the terms and provisions of said Mortgage as though said Note and Mortgage, had originally been made, executed and delivered by Purchasers.

5. 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 of any party or parties whomsoever, who may now or hereafter be liable under or on account of said Note and Mortgage.

6. In this Agreement, the singular number includes the plural, and plural number includes the singular.

7. This Agreement applies to and binds all parties hereto and the respective heirs, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the undersigned Sellers and Purchasers, have hereunto set their hands and seals and The Investment Centre has caused this instrument to be executed by Maurice M. Moore as its Vice President and attested by T. Donald Hardison as its Assistant Treasurer on the day hereinabove written.

Maurice M. Moore
PURCHASER

T. Donald Hardison
SELLER

Wanda H. Stone
PURCHASER
THE INVESTMENT CENTRE AS AGENT FOR
LIFE INSURANCE COMPANY OF GEORGIA
BY: Maurice M. Moore
Maurice M. Moore

Lance B. Spear
SELLER
As its Vice President

ATTESTED:
BY: T. Donald Hardison
T. Donald Hardison

As its Assistant Treasurer

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FOR INVESTOR ONLY

FOR INVESTOR ONLY

STATE OF Georgia)

Cobb County)

FOR INVESTOR ONLY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Maurice M. Moore and T. Donald Hardison, respectively of The Investment Centre 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, as such officers and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

GIVEN under my hand and official seal of office this 9th day of September 19 86.

Nancy K. Kephart
Notary Public County

My commission expires Notary Public, Georgia, State at Large
My Commission Expires May 3, 1987

STATE OF ALA.)
Jefferson County)

I, Larry J. Wilson, a Notary Public in and for said County in said State, do hereby certify that Wayne C. Stone and Wanda H. Stone, 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 and official seal this the 4th day of August 19 86.

Larry J. Wilson
Notary Public

My Commission expires 1/23/90

STATE OF ALA.)
Jefferson County)

I, Larry J. Wilson, a Notary Public in and for said County in said State, do hereby certify that Joel B. Spence and Laurie B. Spence, 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 and official seal this the 4th day of August 19 86.

Larry J. Wilson
Notary Public

My Commission expires 1/23/90

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

1986 SEP 24 AM 9:16

James B. Spence, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 7.50

Index Fee 1.00

TOTAL 8.50