

589

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 8th day of December
19 88, by and between Larry D and Anne N. Linville (SELLERS);
Real Estate Financing, Inc. (LENDER); and
Stephen D. Fournier and wife, Dianne L. Fournier (PURCHASERS);

witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original principal sum of \$ 69,900.00 dated June 29, 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 _____, at Page _____, securing the following described property:

Lot 3, Block E, according to the amended map of Fox Haven, First Sector, as recorded in Map Book 7 Page 86 in the Probate Office of Shelby County, Alabama; being situated in 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 Mortgagors' interest in the property, but that such right may be waived by Lender if prior to the transfer of said property Lender and Purchaser of the property reach agreement in writing that the credit of such persons is satisfactory to 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 Purchasers and Lender has been requested to release the Sellers from all liability under said Note and Mortgage under the terms and conditions herein-after set forth;

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 and the substitution of Purchasers in the place of Sellers in the above-described Note and Mortgage under terms, conditions and provisions of this Agreement.

2. The credit of Purchasers is satisfactory to Lender.

3. After the December 1, 1988 payment has been made on said Note, Sellers are hereby ~~not~~ released from further liability under said Note.

ANLLDLS.D.F., D.L.F.

4. That Purchasers will jointly and severally join in the execution of the original Note as co-makers thereof if so requested by Lender and hereby covenant and agree:

(a) The interest rate payable upon said Note and Mortgage shall hereafter be at the rate of 10.00 per cent 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 payment of the indebtedness as evidenced by the Note and Mortgage at the rate of 10.00 per cent per annum on the remaining principal balance of the Note, that balance being \$ 64,156.16, said payment to be made at the principle office of Lender in consecutive monthly installments of \$ 664.58 on the 1st day of each month beginning January, 19 89, 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.

Courtney

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 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 the 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 on the day hereinabove written.

Stephen D. Fournier
PURCHASER Stephen D. Fournier

Dianne L. Fournier
PURCHASER Dianne L. Fournier

Larry D. Linville
SELLER Larry D. Linville

Anne N. Linville
SELLER Anne N. Linville

STATE OF Alabama)
 Shelby)
 COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Stephen D. Fournier and wife, Dianne L. Fournier, whose name(s) 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 8th day of December, 1988.

[Signature]
NOTARY PUBLIC

My commission expires: 3/10/91

STATE OF Alabama)
 Shelby)
 COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Larry D. Linville and wife, Anne N. Linville, whose name(s) 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 8th day of December, 1988.

[Signature]
NOTARY PUBLIC

My commission expires: 3/10/91

IN WITNESS WHEREOF, Real Estate Financing, Inc.
has caused this instrument to be executed by the undersigned as its
authorized representatives on the day hereinabove written.

BY:

Gregory E. Beavers
GREGORY E. BEAVERS

AS ITS: Senior Vice President

ATTESTED:

BY:

Kenneth D. Daniel
Kenneth D. Daniel

AS ITS: Vice President

STATE OF Alabama)
Montgomery COUNTY)

I, Patti McBride, a Notary Public in and for said
County in said State, do hereby certify that Gregory E. Beavers
and Kenneth D. Daniel are signed to the foregoing instru-
ment 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 31st day
of January, 19 89.

Patti McBride
NOTARY PUBLIC

My commission expires: 7/28/90

BOOK 234 PAGE 169

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

89 APR 11 AM 11:02

Thomas A. Swann, Jr.
JUDGE OF PROBATE

1. Doc. Tax	\$	_____
2. Reg. Tax		_____
3. Recording Fee		<u>750</u>
4. Indexing Fee		<u>200</u>
TOTAL		<u>950</u>