

1104

**ASSUMPTION AGREEMENT**

THIS AGREEMENT made this 16th day of May, 1990, by and between Jeffrey A. Barnard (SELLERS);  
First Alabama Bank (LENDER); and  
Thad Jimmie Howard & Jane E. Howard (PURCHASERS);  
witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original principal sum of \$ 123750.00 dated 10/30/89, which Note is secured by a Mortgage of the same date recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Real Vol. 265, at Page 853, securing the following described property:

Lot 29, according to the Survey of Sandpiper Trail Subdivision, Sector I, as recorded in Map Book 12, Page 43, in the Probate Office 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 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 the 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 May 1, 1990 payment has been made on said Note, Sellers are hereby released from further liability under said Note.

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 be at the rate of 8.625 per cent until the next scheduled rate adjustment on 12/92 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 on the remaining principal balance of the Note, that balance being \$ 123303.71, said payment to be made at the principle office of Lender in consecutive monthly installments of \$ 962.51, until the next scheduled payment adjustment on 12/92, on the first day of each month beginning June 1, 1990, 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.

BOOK 322 PAGE 773

GORLEY, MONCUS & WARD, P.C.

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.

Thad Jimmie Howard  
PURCHASER  
Thad Jimmie Howard

Jane E. Howard  
PURCHASER  
Jane E. Howard

STATE OF ALABAMA )  
JEFFERSON COUNTY )

Jeffrey A. Barnard  
SELLER  
Jeffrey A. Barnard

By: Jennifer Barnard  
SEALER  
Jennifer Barnard  
As Attorney in Fact

Jennifer Barnard  
SELLER  
Jennifer Barnard

I, Clayton T. Sweeney, a Notary Public in and for said County in said State, do hereby certify that Thad Jimmie Howard and wife, Jane E. Howard, 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 16th day of May, 19 90.

Clayton T. Sweeney  
NOTARY PUBLIC

My commission expires: 5-29-91

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Clayton T. Sweeney, a Notary Public in and for said County in said State, do hereby certify that ~~XXXXXXXXXXXXXXXXXXXX~~, Jennifer Barnard \*, 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 16th day of May, 19 90.

\*wife of Jeffrey A. Barnard

Clayton T. Sweeney  
NOTARY PUBLIC

My commission expires: 5-29-91

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

BY: W. Warren Lassiter, III

AS: Sr. Corporate Loan Officer  
(Vice President)

ATTESTED:

BY: Voncile Rucker  
Secretary-Loan Administration  
Dept.

AS: \_\_\_\_\_

STATE OF ALABAMA )  
 )  
MONTGOMERY COUNTY )

I, Deborah Lockhart, a Notary Public in and for said  
County in said State, do hereby certify that W. Warren Lassiter, III  
and Voncile Rucker are signed to the foregoing instru-  
ment 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 10th day  
of October, 1990.

Deborah Lockhart  
Notary Public

My commission expires: 12/03/93

BOOK 322 PAGE 775

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

90 DEC 19 AM 8:43

William H. ...  
JUDGE OF PROBATE

1.00  
7.50  
4.00  
12.50

1. Deed Tax	_____
2. Mtg. Tax	_____
3. Recording Fee	_____
4. Indexing Fee	_____
5. No Tax Fee	_____
6. Certified Fee	_____
Total	<u>12.50</u>