

LOAN # 200 1137187

This instrument prepared by:  
Trans Financial Mortgage Co.  
Tullahoma, TN 37388

**ASSUMPTION AGREEMENT (WITH RELEASE)**

This Agreement entered into this 23 day of April, 1996, by and between Michael and Tonya Wamble, hereinafter referred to as Sellers, and Roxanne and Geraldine Jurovich, hereinafter referred to as Buyers, and TRANS FINANCIAL MORTGAGE COMPANY, hereinafter referred to as Mortgagee.

WHEREAS, TRANS FINANCIAL MORTGAGE COMPANY is the owner of record of a Note executed by Sellers, dated 3-31-94, 1994, in the principal sum of \$ 93,094.<sup>00</sup> Ninety Three Thousand Nine Hundred and 94/100 Dollars (\$ 93,094.<sup>00</sup>) secured by a Mortgage of record in the Office of the Probate Judge of Shelby County, Alabama, Book 1994, Page 11452, wherein said Sellers conveyed property at 112 Cambridge Point Drive Alabaster, Alabama 35007 for the purpose of securing the payment of said Note; and

Whereas, Sellers have agreed to sell and Buyers have agreed to buy said property; and

Whereas, Sellers have agreed to accept and Buyers have agreed to give as part of the consideration for said conveyance, Buyers' assumption of and agreement to pay the unpaid principal balance of said indebtedness; and

Whereas, said Mortgage sets forth the terms and conditions under which said loan may be assumed in connection with the conveyance of said property, reference to the record thereof being hereby made for full particulars, Mortgagee having satisfied itself as to the compliance therewith; and

Sellers hereby declare themselves to be the lawful owners of the equitable title to said property at the date hereof, and hereby agree to accept as part of the consideration for Sellers' conveyance of said property to Buyers, Buyers' assumption of and agreement to pay the unpaid principal balance of said indebtedness, which amount is hereinafter set forth; and

Buyers for themselves, their heirs and assigns, hereby assume and agree to pay the unpaid principal balance of said indebtedness, which amount is hereinafter set forth, according to the terms and conditions of said Note and Mortgage, and

Mortgagee hereby declares itself to be the true and lawful holder or the duly appointed agent of the true and lawful holder of said Note and Mortgage, and hereby consents to Buyers' assumption of and agreement to pay the unpaid principal balance of said indebtedness, which amount is hereinafter set forth, according to the terms and conditions of said Note and Mortgage, and

Mortgagee and Buyers hereby agree that at the date hereof the unpaid principal balance of said indebtedness is Ninety One Thousand Two Hundred Twenty Five and 43/100 dollars (\$ 91,225.43). Buyers agree to pay said principal balance with interest in monthly installments, as provided in said Note and Mortgage beginning on the first day of the month following the date hereof and continuing on the first day of each month thereafter until such principal and interest shall have been paid in full.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Mortgagee, for itself, its successors and assigns, hereby agrees that Sellers, upon the consummation of the subject transaction, shall have no further obligation or liability by reason of said Note and Mortgage.

07/10/1996-22235  
03:06 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCB 147.95

ALABAMA

Inst # 1996-22235

In witness whereof, we have set our hands, the corporate party having caused its name to be signed hereto by its duly authorized officer, on the date first written herein.

Alice Livingston as attorney in fact for  
(Seller) Michael L. Wamble

X [Signature]  
(Buyer)

Alice Livingston as attorney in fact for  
(Seller) Donna Michelle Wamble

[Signature]  
(Buyer)

BY: \_\_\_\_\_

STATE OF Alabama  
COUNTY OF Jefferson

Personally appeared before me, a Notary Public, in and for said County and State, the within named Roxanne and Geraldine Jurovich with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office this 23 day of April, 1996.

[Signature]  
NOTARY PUBLIC

My commission expires: 11-5-97

STATE OF Alabama  
COUNTY OF Jefferson

Personally appeared before me, a Notary Public, in and for said County and State, the within named Alice Livingston as attorney in fact for with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office this 23 day of April, 1996.

Michael L. Wamble  
and Donna Michelle Wamble

[Signature]  
NOTARY PUBLIC

My commission expires: 11-5-97

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_ with whom I am personally acquainted, and who upon his oath acknowledged himself to be the \_\_\_\_\_ of Trans Financial, the within named Lender, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC  
Inst # 1996-22235

My commission expires:

07/10/1996-22235  
03:06 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MC3 147.95