

**ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY**

Loan Number 1761618

This Assumption Agreement (The "Agreement") is made this 10th day of December 19 97, by and between **SAMUEL DENNIS RUFFNER** and **PAMELA JEAN RUFFNER** (the "Buyers") and Norwest Mortgage, Inc. (the "Lender").

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by **KEITH DEAN REID** (the "Sellers") and dated the **8TH** day of **JULY**, 1993, in the original principal amount of **EIGHTY-FOUR THOUSAND FORTY-EIGHT AND 00/100ths Dollars (\$84,048.00)**, bearing interest on the unpaid balance thereof from time to time at the initial rate of **SEVEN (7.00)** percent per annum from the date thereof, which principal and interest is initially payable in monthly installments of **FIVE HUNDRED FIFTY-NINE AND 18/100ths Dollars (\$559.18)**, commencing on the first day of **SEPTEMBER**, 1993, with a maturity date of **AUGUST**, 2023, when entire principal balance and interest shall be due and payable.

The Note is secured by a first mortgage (the "Mortgage") executed by the Sellers and dated the **8TH** day of **JULY**, 1993, on certain real property located in **SHELBY** County, **ALABAMA**, legally described as follows: **LOT 4, ACCORDING TO THE MAP OF SCOTTSDALE, FIRST ADDITION, AS RECORDED IN BOOK 7, PAGE 14 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

which Mortgage was duly recorded/filed on July 23, 19 93, in the office of the Judge of Probate in and for SHELBY County, Alabama as Document Number 1995-20521.

Contemporaneously with the execution of the Agreement the Sellers have conveyed to the Buyers all right, title and interest in the above described property.

The Mortgage provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by the Note and to be bound by the obligations of the Mortgage, as amended by this Agreement.

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SHELBY COUNTY JUDGE OF PROBATE
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Upon such assumption the lender is willing to release the Sellers from all personal liability arising under the Note and Mortgage.

In consideration of their mutual promises the Buyers and the Lender hereby agree as follows:

1. The Buyers hereby assure and promise to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Mortgage at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note otherwise secured by the Mortgage.
2. The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Mortgage.
3. This agreement shall not waive Lender's rights with respect to giving its approval of any subsequent assumptions of the obligation evidenced by the Note and secured by the Mortgage / Deed of Trust.
4. Save as provided in the Agreement, the terms and provisions of said Note and Mortgage / Deed of Trust remain unchanged.

In witness whereof, Buyers have executed this Agreement.

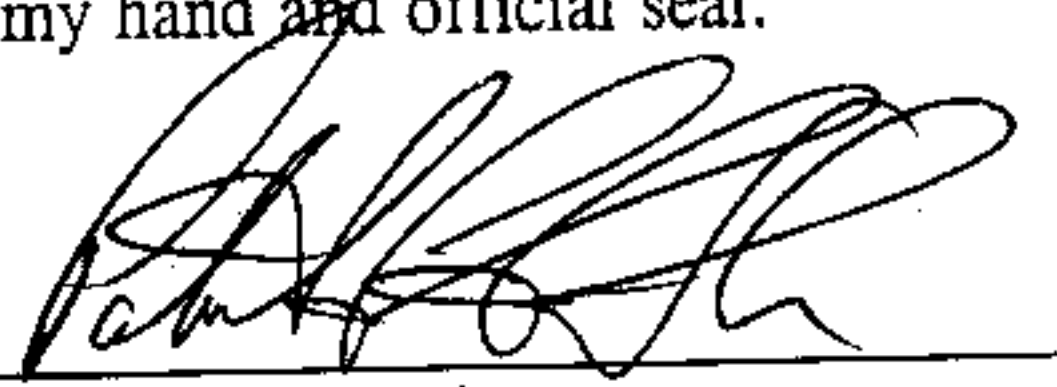

SAMUEL DENNIS RUFFNER

PAMELA JEAN RUFFNER

STATE OF Alabama)
) s.s.
COUNTY OF Jefferson)

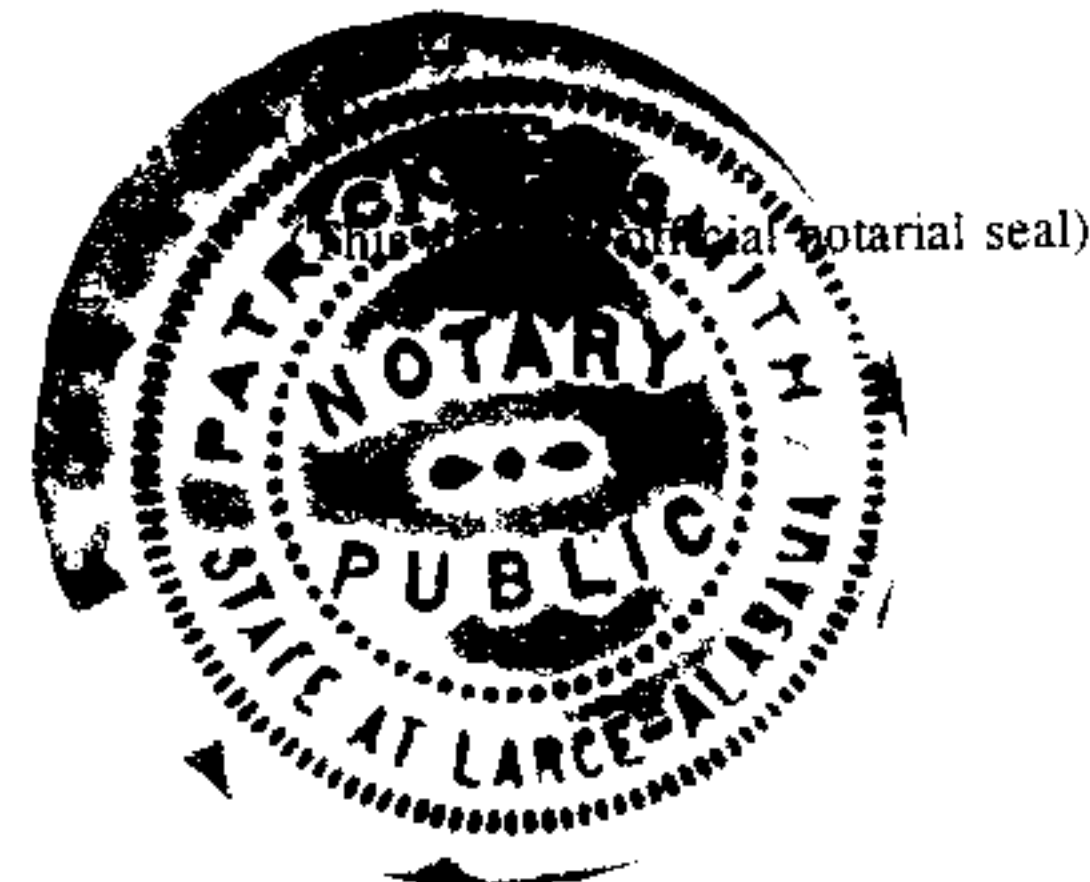
On December 10, 1997 before me, Patrick F. Smith personally appeared Samuel Dennis Ruffner and Pamela Jean Ruffner personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

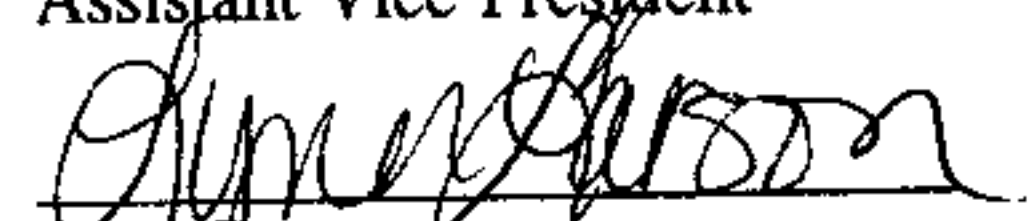


My Commission Expires: 10-06-2001



NORWEST MORTGAGE, INC.

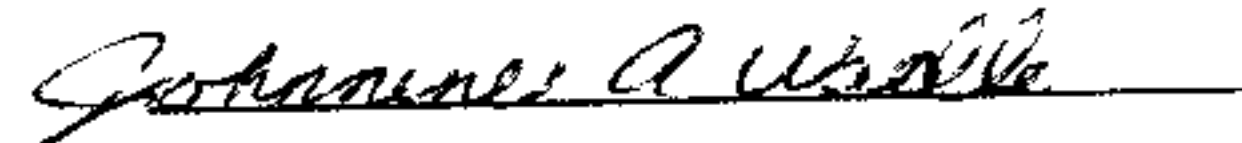

Cheryl J. Reiser
Assistant Vice President


Lynn Larson
Assistant Secretary

STATE OF IOWA)

COUNTY OF POLK)

On this 16th day of Jan., 1998, before me, a Notary Public in and for said County and State, personally appeared Cheryl J. Reiser and Lynn Larson to me personally known, who being by me duly sworn did say that they are the Assistant Vice President and Assistant Secretary respectively of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation, by authority of its Board of directors, and the said Cheryl J. Reiser and Lynn Larson acknowledged said instrument to be the free act and deed of said corporation.





Notary Public
Commission Expires 10/06/98

NMI Loan Number 1761618

This instrument was drafted by:

Norwest Mortgage, Inc.
CPS / MS 122490
405 SW 5th Street
Des Moines, Iowa 50328

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