



Loan No LOAN #: 4074160

Inst # 2000-04461

Property Address: 1520 COUNTY ROAD 95
ALABASTER, AL 35007

02/14/2000-04461
09:01 AM CERTIFIED

**ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY**

SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 177.45

This Agreement is dated February 9, 2000. The undersigned ("Purchaser") has purchased or desires to purchase that real property ("the Property") described in the Deed or Trust Mortgage or Deed to Secure Debt ("Mortgage") dated April 23, 1999, filed on May 7, 1999, in the Recorder's Office of Shelby County, State of Alabama, in Book Page No * and assigned to Countrywide Home Loans, Inc. by Inst#1999-31298. Instrument No. 1999-19146 * Said Mortgage secures the payment of the Promissory Note entered into by Larry Wayne Sisco, a single person

("Borrower/Seller") in favor of First Federal Bank, A Federal Savings Bank

("Lender"), dated April 23, 1999, in the principal sum of \$ 103,050.00 ("Note")

As part of the purchase price for the Property, Purchaser has agreed to assume and pay the indebtedness evidenced by the Note, the present unpaid principal balance of which is \$ 102,252.68

Borrower/Seller hereby assigns transfers to Purchaser all right, title and interest to all monies held on hand or forthcoming in the escrow account maintained by Lender for the periodic payment of real estate taxes, insurance premiums, and other applicable charges. In the event any refund is received of monies previously paid from said escrow account, the refund will be redeposited into the account. It is hereby agreed that the present balance of the account is \$ 308.73

In consideration of Lender's consent to the transfer of the Property to Purchaser, Purchaser hereby assumes and agrees to pay the indebtedness evidenced by the Note and to be bound by and to perform all the terms, conditions, and covenants of the Note, Mortgage, and any addenda thereto at the time and in the manner provided therein. The terms, conditions and covenants of said Note, Mortgage and addenda thereto shall remain in full force and effect without change.

Lender hereby waives its right to exercise the option to accelerate the debt with respect to this sale or transfer of the Property to Purchaser as contained in the Mortgage, and pursuant to said Mortgage, releases Borrower/Seller from all obligations under said Mortgage, the Note, and all addenda thereto. This waiver is made solely for the benefit of Purchaser and is not a waiver by Lender of any rights under said Mortgage, the Note, and all addenda thereto, in the event of any subsequent sale or transfer of the Property

PHAN/CONV
Assumption Agreement with Release of Liability
7C355 (US 108/99)

Page 1 of 2

[Signature] Ran Kim

23991

004074160000002C355

LOAN #: 4074160

CASE #: AL0114467701703

Borrower/Seller

Larry Wayne Sisco

COUNTRYWIDE HOME LOANS, INC.

By:

Borrower/Seller

Purchaser

Richard B. Murray

Purchaser

Kristin D. Murray

Forwarding address of Borrower/Seller

Mailing address of Purchaser

State of California

County of

On

before me.

personally appeared

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.

(This area for official notarial seal)

(Seal)

State of : Alabama

County of : Shelby

On February 9, 2000, before me, the undersigned, personally appeared Larry Wayne Sisco, a single person, Richard B. Murray and wife, Kristin D. Murray known to me (or proved 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 they executed the same.

Signature

Name (typed or printed) John B. Holliman

State of

On, before me, the undersigned, personally appeared

known to me (or proved 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 executed the same.

Signature

Name (typed or printed)

PHAVACOM
Assumption Agreement with Release of Liability
2C288208 (08/98)

#10-1-72

Inst # 2000-04461

02/14/2000-04461
09:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
202 001 177.45

1-402 P 08/03 F-520

Feb-09-00 08:15AM FROM-COUNTRY WIDE LOANS