

1893
Loan No. DL-195-389-0002 BHAM

STATE OF ALABAMA

COUNTY OF DEKALB

ASSUMPTION AGREEMENT

THIS AGREEMENT is made this the 15th day of February 1971,
between Warren Cecil Duke and his wife Patsy B. Duke of Talladega, Alabama
35160, herein called the "debtor;" Rayburn Carter and his wife Lucinda J.
Carter of 401 East Forrest Drive, Birmingham, Alabama 35205, herein called the
"purchaser;" Small Business Administration, an Agency of the United States of
America, at the District Office said agency in the City of Birmingham, Alabama
35205, herein called the "secured party."

On March 13, 1964, the debtor did execute and deliver Promissory Note
in the original principal amount of \$7,900.00 payable to the secured party
and Mortgage to secure the payment. The approximate balance due on the Note
secured by the secured agreement is \$ 4,820.00 as of the date of the
execution of this agreement.

The debtor conveys, sells and transfers to the purchaser all of the
real property described below and warrants that the same are free and clear of
all incumbrances or security interests except the interest held by the secured
party in the Mortgage as recorded in Real Property Book 287 at page 82 in the
Office of Probate Judge of Shelby County, State of Alabama, which real property
is more particularly described as follows:

Parcel 1:

The south half of the Northeast quarter of the Southwest
quarter and the south half of the Northwest quarter of the
Southeast quarter, all in Section 14, Township 21, Range
3 West, Shelby County, Alabama; less and except pipeline
right-of-way to Southern Natural Gas Corporation.

Parcel 2:


Commence at the Northwest corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$,
Section 14, Township 21, Range 3 West, and run thence
Easterly along the North boundary of said Quarter-Quarter
Section 262 $\frac{1}{2}$ feet to the point of beginning of the land
herein described; thence continue Easterly along the North
boundary of said Quarter-Quarter Section to the Northeast
corner of said Quarter-Quarter Section; thence Southerly
along the East boundary of said Quarter-Quarter Section
262 $\frac{1}{2}$ feet; thence Westerly and parallel with the North
boundary of said Quarter-Quarter Section to a point 262 $\frac{1}{2}$
feet East of the West boundary of said Quarter-Quarter
Section; thence Northerly and parallel with the West
boundary of said Quarter-Quarter Section 262 $\frac{1}{2}$ feet to the
point of beginning, containing 6.372 acres, more or less,
and situated in Shelby County, Alabama.

The purchaser assumes and agrees to pay the indebtedness secured by the Mortgage and will perform every act in the Note and Mortgage on the part of the debtor required to be done or performed in the same manner and with the same effect as though he had originally joined in the execution thereof. The purchaser does hereby warrant and certify that he has the authority, power, and capacity to enter into this agreement and hereby acknowledges the sufficiency of the consideration tendered to it by the debtor and the secured party.

The secured party hereby consents to the assignment and assumption, it being understood, however, that the debtor shall remain bound by the terms of the Promissory Note and Mortgage in the same manner as though the debtor and the purchaser had joined in the execution thereof and were jointly and severally liable thereon.

The debtor consents to any and all renewals or extensions of the Promissory Note or of any of the terms and conditions of the Mortgage, and waives presentment, protest, notice of protest or of nonpayment and any other notice to which it might otherwise be entitled. The debtor does hereby warrant and certify that they have the authority, power, and capacity to enter into this agreement and hereby acknowledges the sufficiency of the consideration tendered to it by the purchaser and the secured party.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day and year first above written.


19710301000007550 2/4 \$.00
Shelby Cnty Judge of Probate, AL
03/01/1971 12:00:00 AM FILED/CERT

Purchaser:

By Rayburn Carter (L.S.)
Rayburn Carter

By Lucinda J. Carter (L.S.)
Lucinda J. Carter - wife

Debtor:

By Warren Cecil Duke (L.S.)
Warren Cecil Duke

By Patsy B. Duke (L.S.)
Patsy B. Duke

Secured Party:

SMALL BUSINESS ADMINISTRATION

By [Signature]
Chief, Loan Administration Div.

STATE OF ALABAMA

COUNTY OF Jefferson

I, Alta J. Butts, a Notary Public in

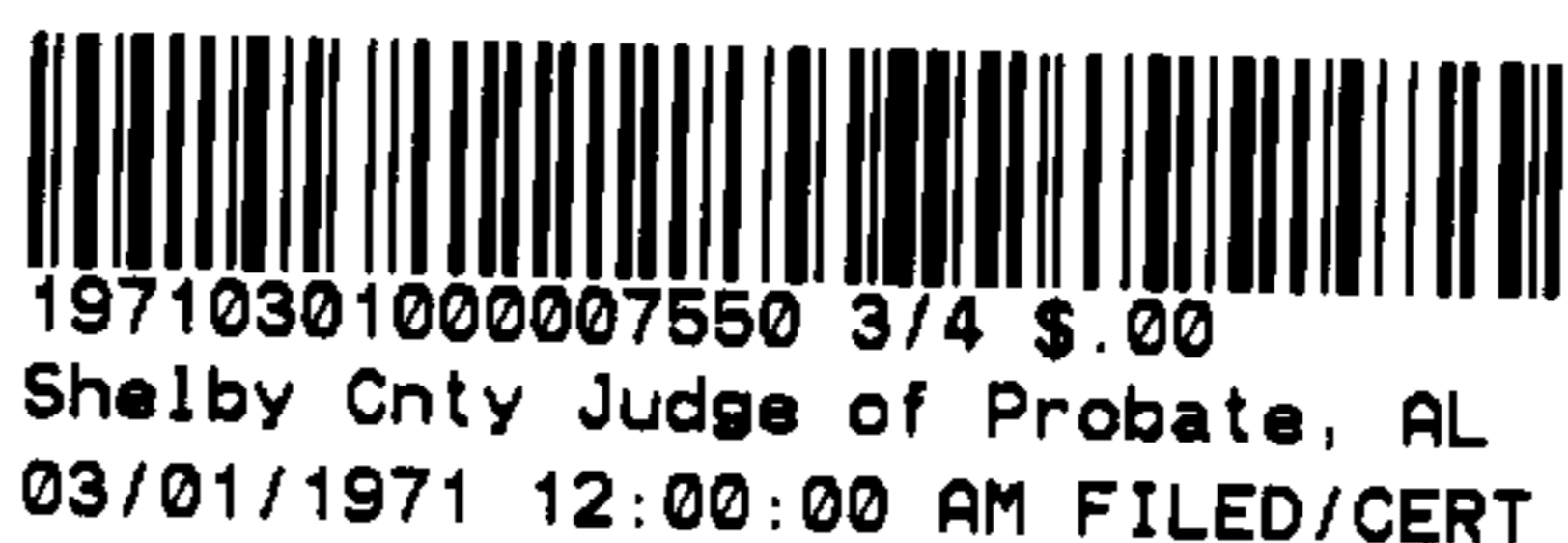
and for said State and County hereby certify that the within named Rayburn Carter and his wife, Lucinda J. Carter

who severally signed the foregoing document, acknowledge before me on this day that being informed of the contents of the instrument did execute the same voluntarily on this date.

Given under my hand and official seal this 18th day of February 1971. My Commission Expires October 14, 1974.

Alta J. Butts
NOTARY PUBLIC

My Commission Expires:



STATE OF ALABAMA

COUNTY OF Shelby

I, Martha B. Jamier, a Notary Public in

and for said State and County hereby certify that the within named Warren Cecil Duke and his wife, Patsy B. Duke

who severally signed the foregoing document, acknowledge before me on this day that being informed of the contents of this instrument did execute the same voluntarily on this date.

Given under my hand and official seal this 15th day of February 1971.

Martha B. Jamier
NOTARY PUBLIC

My Commission Expires:
9/25/72

STATE OF ALABAMA

COUNTY JEFFERSON


I, Paul J. Stephens, a Notary Public in
and for said State and County hereby certify that the within named _____
Robert M. Hartman is a duly authorized officer of the Small
Business Administration who severally signed the foregoing document acknowledges
before me that being informed of the contents of this instrument and that for
and on behalf of said Small Business Administration and as its act and deed did
execute the same voluntarily on this date.

Given under my hand and official seal this 25th day of February
1971.

Paul J. Stephens
NOTARY PUBLIC

My Commission Expires:

11-17-1974


19710301000007550 4/4 \$.00
Shelby Cnty Judge of Probate, AL
03/01/1971 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 MAR -1 PM 1:47
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Concepcion
JUDGE OF PROBATE

BOOK 263 PAGE 402