

THE STATE OF ALABAMA       )  
SHELBY COUNTY               )

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, FINANCEAMERICA CORPORATION, BESSEMER BRANCH, (hereinafter called "Mortgagee"), is the present holder of a certain Mortgage Note executed by Arthur Reid Glazner and wife, Wanda Faye Glazner, (hereinafter called "Mortgagors"), in the principal sum of \$15,151.08, dated January 22, 1981, which said Mortgage Note is secured by a certain Mortgage of even date therewith executed by Arthur Reid Glazner and wife, Wanda Faye Glazner, and was recorded on January 22, 1981, in Real 409, Pages 467 and 468, in the Office of the Judge of Probate of Shelby County, Alabama, and which said Mortgage covers the following described real property, situated in Shelby County, Alabama, to-wit:

Lot 16, except the West 5 feet, in Block 274, according to J. H. Dunston's Map of the Town of Calera, situated in Shelby County, Alabama.

Also known as: P.O. Box 240, Calera, Alabama 35040

WHEREAS, the said Mortgagor has conveyed the above-described property to Ronald D. Kirby and wife, Susan P. Kirby, (hereinafter called "Purchaser"); and,

WHEREAS, both the Mortgagor and Purchaser represent that there is a second mortgage now outstanding against the above described property, being an indebtedness incurred and owed by Ronald D. Kirby and wife, Susan P. Kirby to Arthur R. Glazener and wife, Wanda Faye Glazener in the amount of \$1,500.00 which is payable in twelve (12) monthly installments of One Hundred and Twenty Five (\$125.00) Dollars each and further being represented by the Mortgagor and Purchaser that the Purchaser shall assume said indebtedness as part of the consideration for the purchase of the homeplace; and,

WHEREAS, Mortgagor and Purchaser represent that there are no other or second mortgage or subsequent lien now outstanding against the above-described property except that which has been heretofore mentioned, and have agreed that the Purchaser shall assume all of the obligations of the Mortgagor in the Mortgage Note existing between FinanceAmerica Corporation, and the Mortgagor and also all of the obligations of the Mortgagor in said Mortgage as part of the consideration for the conveyance of said real property to the Purchaser.

NOW, THEREFORE, in consideration of the execution of this Agreement by the Mortgagee and the mutual covenants herein contained, and upon the expressed condition that the execution of this Agreement will not impair the said Mortgage Note and/or the Mortgage securing the same, and that there is no existing second mortgage, except as mentioned herein or other lien subsequent to the aforesaid Mortgage held by the Mortgagee (for breach of which conditions or either of them, this Agreement shall not take effect and shall be void), it being understood and agreed by the parties hereto as follows:

Jan B. ...  
1813-3rd ...

1. That the Purchaser covenants and agrees with said Mortgagee that he will pay said Mortgage Note according to all of its terms, provisions and stipulations, and that he will perform and be obligated and liable for all the obligations imposed upon the Mortgagor by said Mortgage Note and all of the obligations imposed upon the Mortgagor by said Mortgage, in the same manner and to the same extent as if he were the original Mortgagor on said Mortgage Note and Mortgage; and, that in the event of a foreclosure of said Mortgage securing the payment of said Mortgage Note and the sale of said property pursuant to such foreclosure (whether by judicial sale or otherwise) for an amount less than the unpaid balance of the principal and interest due on said Mortgage Note and all other obligations owing by virtue of said Mortgage, he shall pay any such deficiency.

2. That the said Mortgage and any other liens held by the Mortgagee on said real property are valid and subsisting liens and encumbrances on said real property in accordance with the terms and provisions of said Mortgage.

3. That the Purchaser acknowledges that the said Mortgage is a first, valid and prior lien or encumbrance against the said real property, and the Purchaser further acknowledges that the said Mortgage and the Mortgage Note which same secures are enforceable under the laws of the State of Alabama in accordance with terms of same, except as provided in paragraph number 5 hereof.

4. That all the property described in said Mortgage shall remain in all respects subject to the lien, charge or encumbrance of said Mortgage, or conveyance of title (if any) affected thereby, and nothing herein contained and nothing done pursuant thereto, shall affect or be construed to affect the lien, charge or encumbrance of or conveyance affected by said Mortgage, or the priority thereof over other liens, charges, encumbrances or conveyances or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable hereunder or on account of said Mortgage Note and/or Mortgage; nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security or evicence of the aforesaid indebtedness.

5. The Mortgagee hereby covenants and agrees that it will never institute any action, suit claim or demand, in law or in equity against the Mortgagor, for, or on account of, said Note.

6. The word "Mortgage Note" shall mean bond or other evidence of indebtedness where the contest or facts shall require, and the word "Mortgage" shall mean a Trust Deed or Deed of Trust or other instrument securing debt where the facts so require.

7. This Agreement shall be binding upon the parties hereto, their heirs, personal representative, successors and assigns.

8. The word "Mortgagor" shall include any and all persons, general partnerships, limited partnerships, corporation, or legal entities who may have executed the said Mortgage Note as maker or makers and executed said Mortgage as mortgagor or mortgagors.

9. Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this \_\_\_\_\_ day of May, 1981.

WITNESS:

John H. O'Brien  
Linda J. Cooks

Arthur Reid Wagner (SEA)  
Wanda Lynn Wagner (SEA)

MORTGAGOR

John H. O'Brien  
Linda J. Cooks

Ronald D. Kirby (SEA)  
Susan P. Kirby (SEA)

PURCHASER

ATTEST:

FINANCEAMERICA CORPORATION

BY:

Linda J. Cooks

BY:

John H. O'Brien Jr

ITS

Collection Manager

ITS

Manager

MORTGAGEE

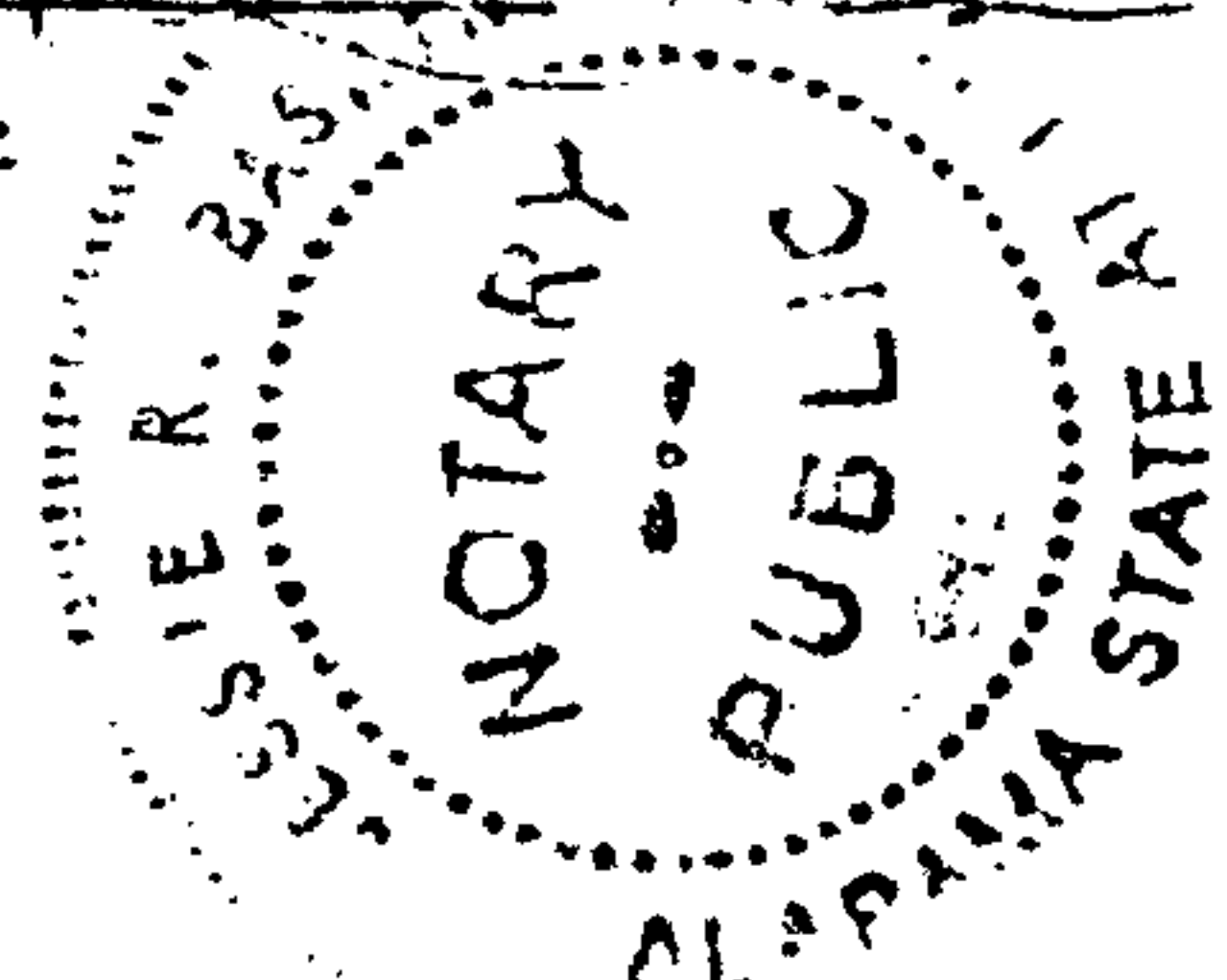
THE STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Ronald D. Kirby and wife Susan P. Kirby whose names are signed to the foregoing Assumption Agreement and Statement 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 the same bears date.

Given under my hand and official seal, this 18<sup>th</sup> day of May, 1981.

Jessie R. Back  
Notary Public



1981 MAY 21 AM 10:07

City tax - 22.80  
Rec. 450  
Sub. 100  
2830