

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 28th day of December, 19 81,
by and between Larry T. Billits and Jan S. Billits
(Sellers); Life and Casualty Insurance Co. (Lender); and
Donoval E. Wheeler and Jewell S. Wheeler
(Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original principal sum of \$ Seventy Thousand and No/100 date November 29, 1979, which Note is secured by a Mortgage of same date recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 398, at Page 783, securing the following described property:

Lot 74, according to the Survey of Meadow Brook, Second Sector, First Phase, as recorded in Map Book 7, Page 65, in the Office of the Judge of Probate of Shelby County, Alabama.

and the Lender now being the owner and holder of said Note and Mortgage; and

WHEREAS, said Mortgage provides that the Lender has the right to declare all sums secured by it immediately due and payable upon transfer or sale of the Mortgagors' interest in the property, but that such right may be waived by Lender if prior to the transfer of said property Lender and the Purchaser of the property reach agreement in writing that the credit of such persons is satisfactory to the Lender and that the interest rate payable on the sum secured by it shall be at a rate Lender shall request; and

WHEREAS, Sellers have conveyed or are about to convey the said real property described in said Mortgage to the Purchasers, and Lender has been requested to release the Sellers from all liability under said Note, and Mortgage under the terms and conditions herein-after set forth;

NOW, THEREFORE, in consideration of the premises and of the agreement set forth herein, it is hereby agreed as follows:

1. Lender does hereby consent to the sale and conveyance of the property conveyed under Mortgage by Sellers to Purchasers and the substitution of Purchasers in the place of Sellers in the above-described Note and Mortgage under terms, conditions and provisions of this Agreement.
2. That the credit of the Purchasers is satisfactory to the lender.
3. That after the January, 1982 payment has been made on said Note, the Sellers are hereby released from further liability under said Note.
4. That the Purchasers will jointly and severally join in the execution of the original Note as co-makers thereof if so requested by the lender and hereby covenant, and agree: (a) That the interest rate payable upon said Note and Mortgage shall hereafter be at the rate of 14 per cent and that Purchasers shall pay said Note in installments at the times, in the manner and in all respects as therein provided, and further, assume full liability for payment of the indebtedness as evidenced by the Note and Mortgage at the rate of 14.75 per cent per annum on the remaining principal balance of the Note, that balance being \$ 69,255.08, said payments to be made at the principle office of the Lender in consecutive monthly installments of \$ 867.43, on the 1st day of each month beginning February, 19 82, until the entire indebtedness is fully paid.

(b) To perform each and all of the obligations provided in said Mortgage to be performed by Sellers at the time, and in the manner and in all respects as therein provided; and

(c) To be bound by each and all the terms and provisions of said Mortgage, as though said Note and Mortgage, had originally been made, executed and delivered by Purchasers.

5. That the real property together with all improvements thereon described in said Mortgage shall remain subject to the lien, charge or encumbrances of said Mortgage, and nothing herein contained or done pursuant hereto shall effect or be construed to effect the liens, charges, or encumbrances or except as therein otherwise expressly provided to release or effect the liability of any party or parties whomsoever, who may now or hereafter be liable under or on account of said Note and Mortgage.

6. In this Agreement, the singular number includes the plural, and plural number includes the singular.

7. This Agreement applies to and binds all parties hereto and the respective heirs, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the undersigned Sellers and Purchasers, have hereunto set their hands and seals and _____ has caused this instrument to be executed by _____ as its _____ and attested by _____ as its _____ on the day hereinabove written.

Donoval E. Wheeler
PURCHASER
Donoval E. Wheeler

Jewell S. Wheeler
PURCHASER
Jewell S. Wheeler

By: Life & Casualty Ins. Co. of Tennessee
BY: Burwell Sutton

ATTESTED:

BY: Trice F. Carney

Larry T. Billits
SELLER
Larry T. Billits

Jan S. Billits
SELLER
Jan S. Billits

As its Senior Vice President

As its Secretary

STATE OF ALABAMA)
Jefferson County)

I, _____ the undersigned _____, a Notary Public in and for said County in said State, do hereby certify that Donoval E. Wheeler and Jewell S. Wheeler, respectively of Birmingham, Alabama are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

GIVEN under my hand and official seal of office this 28th day of December, 19 81.

Frank B. Bynum
Notary Public, Jefferson County

My Commission expires 11/20/84

STATE OF FLORIDA)
)
DADE County)

I, ADRIA D. MARANTE, a Notary Public in and for said County in said State, do hereby certify that Larry T. Billits and Jan S. Billits, whose names are signed to the foregoing instrument 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 of the same bears date.

GIVEN under my hand and official seal this the 20th day of January 19 82.

(SEAL)

Adria D. Marante
Notary Public

My Commission NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 29 1987
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF Tennessee)
)
Davidson County)

I, Betty Feldheger, a Notary Public in and for said County in said State, do hereby certify that Barrett Sutton and Price F. Carney, whose names are signed to the foregoing instrument 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 of the same bears date.

GIVEN under my hand and official seal this the 26th day of February 19 82.

ref588/79

Betty F. Feldheger
Notary Public

My Commission expires:

1-10-85

1982 MAR -2 AM 10:05

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Recd 1.50
Ind. 1.00
5.50



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