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MORTGAGE AMENDMENT AND ASSUMPTION AGREEMENT

AGREEMENT made this 29th day of October, 19 82, among

John M. & Barbara J. Cannon

(hereinafter called the "Mortgagor"), and

Mark D. & Barbara A. Drackett

(hereinafter called the "Owner"), and

Alabama Federal Savings & Loan

(hereinafter called the "Mortgagee").

RECITALS

Mortgagee is the holder of a note (the "Note") in the principal amount of

fifty thousand three hundred dollars and 00/100 Dollars (\$50,300.00 )  
since reduced by payments on account thereof to

fourty eight seven hundred ninety seven dollars 64/100 Dollars (\$48,797.64 ),  
given by Mortgagor to Mortgagee dated August 24, 1978, payable at the  
expiration of 30 years from the date thereof, and secured by a mortgage

(the "Mortgage") bearing the same date covering certain premises (the "Premises")

situate in Shelby County, Alabama and more particularly

described in the Mortgage, which was recorded in Shelby County

in Mortgage Book 380 Page 943. Mortgagor has agreed to sell

the premises to Owner under and subject to the Mortgage, and Mortgagee has  
consented to such transfer subject to the following terms.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree  
as follows:

1. The Mortgage and Note are hereby amended as follows:

(a) the interest to be paid on the unpaid balance of principal of the  
Note from and after November 1, 1982, shall be at the rate of  
twelve and three quarter per cent (12 3/4 %) per annum;

(b) from and after the date set forth in Section 1 (a) hereof, the  
unpaid balance of principal of the Note together with interest thereon at the  
rate set forth in Section 1 (a) hereof, shall be payable in 309 consecutive  
equal monthly installments of five hundred twenty five dollars and 28/100  
Dollars (\$ 525.28 ) beginning December 1, 19 82, and a final

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installment on August 1, 2008 , equal to the then unpaid balance together with all accrued and unpaid interest.

2. Neither Mortgagor nor Owner shall have the right to transfer the benefit of this mortgage loan and the interest rate specified in the Note, as amended, to any person acquiring title to the premises. Unless the Mortgagee gives its prior consent in writing, any transfer of all or any part of the premises under and subject to the Mortgage shall be an event of default under the Note and Mortgage, and the whole unpaid balance of the principal indebtedness, together with all interest thereon at the rate set forth in the Note, as amended, and all other sums secured by the Mortgage, shall at Mortgagee's option, become due and payable immediately without notice.

3. Owner hereby unconditionally guarantees, assumes and covenants to make prompt payment of all amounts due under the Note and Mortgage, as amended, and to perform all other obligations of the Mortgage under said Note and Mortgage.

4. All of the terms, conditions and provisions contained in the Note and Mortgage which are not modified herein shall remain in full force and effect and bind Owner and Mortgagor.

5. Mortgagee consents to the amendments to the Note and Mortgage herein contained and acknowledges that the Mortgagor shall be released from liability for the payment of all sums due or to become due under the Note and Mortgage, as amended, and for the performance of all other terms and conditions of said Note and Mortgage.

6. In the event that there is more than one party named herein as Mortgagor or Owner, the words "Mortgagor" and "Owner" wherever occurring herein shall mean the plural. The obligation of each and every party herein, and also the authority and power conferred herein, shall be joint and several and shall inure to the benefit of and bind each and every party hereto and its, his, her and their, and each of their, respective heirs, executors, administrators, successors and assigns.

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

(1) [Signature]  
Witness

(2) [Signature]  
Witness

(1) [Signature]  
Witness

(2) [Signature]  
Witness

(1) [Signature]  
Witness

(2) [Signature]  
Witness

(1) [Signature]  
Witness

(2) [Signature]  
Witness

(1) [Signature]  
Witness

(2) [Signature]  
Witness

[Signature]  
John M. Cannon  
John M. Cannon

[Signature]  
Barbara J. Cannon  
Barbara J. Cannon

[Signature]  
Mortgagor  
Mark D. Drackett

[Signature]  
Mortgagor  
Barbara A. Drackett

By: [Signature]  
Asst. Vice President

Attest: [Signature]  
Asst. Secretary  
Alabama Federal Savings & Loan

The address of the within mortgagee is:

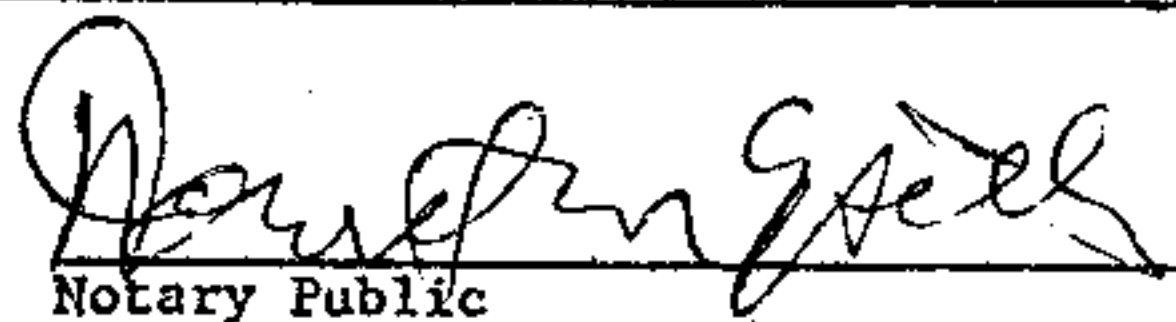
Alabama Federal Savings & Loan  
550 Greensboro Ave  
Tuscaloosa, Ala. 35403

STATE OF ALABAMA

COUNTY OF SHELBY

ss.

The foregoing instrument was acknowledged before me this 29th day of  
October, 1982, by Joan Johnson, Agent for  
John M. & Barbara J. Gannon  
of \_\_\_\_\_.

  
Notary Public

My commission expires: 1/25/86

STATE OF ALABAMA

COUNTY OF SHELBY

ss.

The foregoing instrument was acknowledged before me this 29th day of  
October, 1982, by Mark D. & Barbara A. Drackett  
\_\_\_\_\_.

  
Notary Public

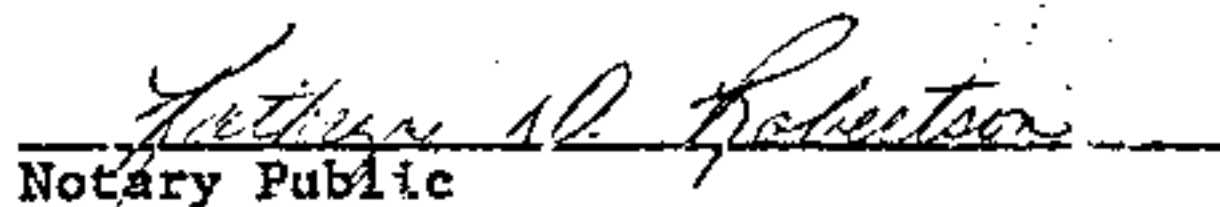
My commission expires: 1/25/86

STATE OF Alabama

COUNTY OF Tuscaloosa

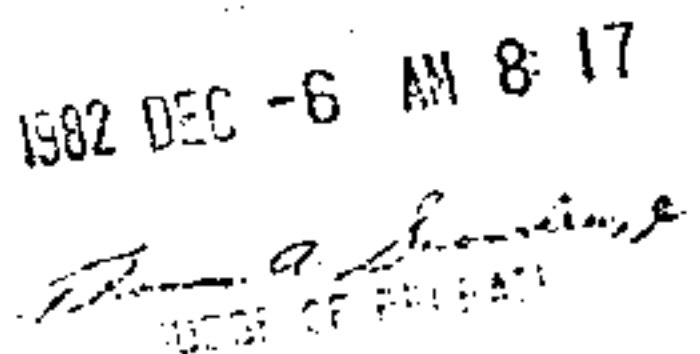
ss.

The foregoing instrument was acknowledged before me this 8th day of  
November, 1982, by Alabama Federal Savings & Loan  
\_\_\_\_\_.

  
Notary Public

My commission expires: 6/8/85

STATE OF ALA. SHELBY CO.  
RECEIVED THIS  
1982 DEC -6 AM 8:17

  
NOTARY PUBLIC

Res. 6.00  
Incl. 1.00  
7.00

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