FIGEL MORTGAGE CO., INC.

P.O.	Вож 847	l N-	33429
NEW LINE	ATADAMA	asadian No.	

•	. and Dortha J	l. Warner	•		
Michael D	. and Kathryn	R. Wood		(hereinafter "Sellers", whether one	
Southtrus	t Bank of Alab	ama, National	Association	, (hereinafter "Purchasers", whether one	
"the Lender"), WITN	ESSETH AS FOLLOWS:			(h	ereinaft
A The Lender did h	eretofore loan to Pr	eston E. and D	citals ortha J. War	ner	
in the principal sum of a	\$ 54,150.00			\perp , which is evidenced by their promissory m	ote, date
October 24				of which Note they promised to repay said s	
Lender, or order with it	505.49	ten and three-q		•	
monthly installments of	тъ		and the payment of wi	nich Note they secured by their mortgage to the	e Lende
Shelby	19 <u>30</u> and			35 , in the office of the Judge of I	
	53,477.9	County, Alabama () 1 7	hereinafter the "Mort Apri	gagee!'). The present, unpaid principal balar	nce of th
	the Note, or, if not, have	heretofore expressly ass	sumed the payment th	ereof and are the present, primary obligors the	ereunde ereunde
the Mote and to betrott	n an or the obligations c	r interest in the property is contained in the Note and muthe obligations contain	-Mortoage, with Selle	age, and Purchasers desire to assume and ago as thereupon being released from any further	ree to pa ' persona
minnea crean informatio	in and had their credit ac	oproved by the Lender. (ii	i) exoressly assumed	itions precedent thereto, Purchasers shall have and agreed to pay the Note and perform the of e of the Note to rate of interest set forth bel	hlication
Seners normany runtine	er personal obligation of	ed and in full force and	and perform the obli effect.	such assumption, the Lender is also willing together gations contained on the Note, but with the	to releas Mortgag
NOW, THEREFORE, for agreed by, between ar	io among Sellers, Purch	of the premises and the name hasers and the Lender as	EEMENT putual covenants and s follows:	agreements of the parties hereinafter contain	ined, it i
1. Commencing on	April 1	, 19 83	, the principal balanc	e of the Note shall bear interest at the rate of $_$	
Fourteen	<u></u>	(14	%) per annum,	and thereafter said principal and interest sha	il be du
and payable to the Lenc		tive monthly installments	of principal and interes	. .	
each, commencing on .	May 1	· · · · · · · · · · · · · · · · · · ·	. , 19 <u>83</u> , and	payable on the day of each con	nsecutiv
month remaining unpaid and eterest, escrow paymen	outstanding until all bi s	neach such installment to said principal and interes nce shall continue to the	it is fully hald. In add	crued interest and the balance thereof to principalition to such monthly installments of principalities.	cipal the al and in
Purchasers, joint modified, and further a herein modified.	ly and severally, hereby gree to keep, fully perfo	accept and agree to the a rm, carry out and abide t	aforesaid modification by the terms and prov	s of the Note and assume and agree to pay the isions of the Note and the Mortgage securing	Note, a same, a
balance of the Note had	as nerem set out, and th I been the original amou	iat the same (as nerem mi	oditied) shall be and r ed thereby, and as if t	and provisions of the Note and Mortgage ar emain in full force and effect, as if the present he original interest rate and installment paym	ncincina
Deen those herein agies	eu upon by the parties n	ereto. Each of said barrie:	is further agree that ni	otte esimune oi liche niered benictor nitriti	iente ha
impair any of the rights 4. Sellers hereby wa the Purchasers the pro-	ed upon by the parties in s. powers or remedies (arrant to the Lender that perty covered by the Mo	ereto. Each of said partie: granted to the Lender un they have heretofore duly ortgage, and Sellers here	s further agree that ni ider the terms and pr y executed, delivered by further transfer, a	othing contained herein shall in anywise alter, ovisions of the Note and Mortgage. and filed for record a good and valid deed consistent and over and deliver unto Purchasers a	ients had affect o
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