

THIS AGREEMENT is made this 20th day of October, 19 83, between

Barbara Giles, an unmarried woman

(here "BORROWER").

Clifton J. Moor and Gladys L. Moor

(here "ASSUMER").

FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States, whose address is 100 Peachtree Street, N.W., Atlanta, Georgia 30303 (here "LENDER")

for an assumption, and release with respect to that promissory note dated April 11th, 1979, in the original amount of \$ 42,900.00, bearing interest at the rate of 10.50 percent per annum, secured by a Mortgage of the same date recorded in Book 390 Page 564

made by borrower to JOHNSON & ASSOCIATES MORTGAGE CO.

secured by the following described property located in the County of Shelby, State of Alabama.

Lot 7, according to the Survey of Cahaba Manor Town Homes, First Addition, as recorded in Map Book 7, Page 57, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to easements, restrictions and rights of way of record.

The proceeds of this loan have been applied on the purchase price of the property described herein conveyed to mortgagor simultaneously herewith.

which has the address of 705 Cahaba Manor Trail, Pelham, Alabama 35124
(herein "Property Address"); (street) (city) (state and zip code)

WHEREAS, LENDER acquired the note and Mortgage described above by an assignment dated April 11th, 1979 and recorded in the Office of the Judge of Probate in Book 30, Page 388, Shelby County, Alabama

WHEREAS, BORROWER is indebted to LENDER under the note and Mortgage described above, payable in 360 monthly installments of \$ 392.54 due on the 1st day of each month, and

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WHEREAS, BORROWER desired to sell and ASSUMER desires to purchase such property subject to such indebtedness and to assume the unpaid principal owing to LENDER, but such Deed to Secure Debt requires the written consent of LENDER prior to any sale or transfer of all or any part of such property, and a sale or transfer without consent of LENDER would constitute a default under such Deed to Secure Debt, and BORROWER and ASSUMER wish to obtain the consent of LENDER to such sale or transfer;

NOW THEREFORE, for and in consideration of the granting of such consent by LENDER and of the benefits flowing to each of the parties hereto, they do agree as follows:

1. STATUS OF LOAN. As of the date of the transfer of the property on 10-1-83, or as a result of such transfer, payments fo principal and interest on the indebtedness are current, and to unpaid principal balance of the indebtedness to LENDER is \$ 41,748.88, as of such date, subject to payment of all checks in process of collection.

2. ASSUMPTION. ASSUMER hereby assumed such indebtedness and shall hereafter make all monthly payments as called for therein. If this agreement is entered into after the date of the transfer of the property, ASSUMER agrees and tenders herewith an amount necessary to make the loan current as of the date of this agreement. Further, ASSUMER agrees to abide by all provisions of such note and of the Deed to Secure Debt securing such indebtedness as described above. In the event of any default by ASSUMER under the terms of such note or such Deed to Secure Debt, LENDER may exercise all remedies available to it under the terms of such note or Deed to Secure Debt including an action at law against ASSUMER to collect any monies due under the note, and exercise of the remedies contained in NON-UNIFORM COVENANT 18 of the Deed to Secure Debt. ASSUMER hereby acknowledges that LENDER has made all disclosures Regulation Z (TITLE 12, part 226, Code of Federal Regulation).

3. FUNDS FOR TAXES AND INSURANCE. BORROWER hereby relinquishes and transfers to ASSUMER all BORROWER'S interest in any monies which may be held by LENDER as escrow deposits for the purposed of application to taxes, assessments, fire or other insurance premiums, or any other purposes for which deposits are being required by LENDER. ASSUMER assumes the liability for payment of any unpaid taxes, assessments, fire, or other insurance and agrees to continue making monthly deposits for such purposed if required by LENDER.

4. LENDER CONSENT AND RELEASE. LENDER hereby consents to the sale and transfer of such property to ASSUMER BY BORROWER, hereby accepts ASSUMER as its obligor, and shall amend its records to indicate the transfer of such indebtedness from the name of Borrower to the name of ASSUMER, and LENDER shall henceforth in all respects treat ASSUMER as its borrower. LENDER hereby releases BORROWER from all obligations or liabilities under such note or Deed to Secure Debt. All other terms of this agreement to the contrary notwithstanding, the remedies contained in NON-Uniform COVENANT 18 of the Deed to Secure Debt shall remain in full force and effect in accordance with their terms.

5. FURTHER TRANSFER OF PROPERTY. ASSUMER agrees that the granting of consent by LENDER to this transfer shall not constitute a waiver of the restrictions of transfer contained in such Deed to secure Debt, and such restriction shall continue in full force and any future transfer or sale by ASSUMER without the written consent of LENDER shall constitute a default of the terms of such Deed to Secure Debt, and LENDER, at its option, may exercise all remedies available to it under the terms of such note and Mortgage.

6. Wherever, the words "BORROWER" or "ASSUMER" are used in this agreement, they shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine, and shall include heirs, successors and/or assigns.

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IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

BORROWER: The Equitable Life Assurance
Society of the United States

STATE OF ALABAMA
COUNTY OF JEFFERSON } ss.

X William T. Mills II (SEAL)
~~XXXXXXXXXX~~
BY: William T. Mills, II, Its Attorney
N/A (SEAL)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ~~XXXXXXXXXX~~ William T. Mills, II whose name(s) is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, executed the same voluntarily on the day the same bears date.

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Given under my hand and official seal this 20th day of October, 19 83

Susan Renae Alvin (SEAL)
As Notary Public

ASSUMER:

STATE OF ALABAMA
COUNTY OF JEFFERSON } ss.

Clifton J. Moor (SEAL)
Clifton J. Moor
+ Gladys L. Moor (SEAL)
Gladys L. Moor

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clifton J. Moor and Gladys L. Moor whose name(s) are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of October, 19 83.

Susan Renae Alvin (SEAL)
As Notary Public

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STATE OF GEORGIA
COUNTY OF FULTON } ss.

LENDER:
FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)
BY: Darlene Bagley
Darlene Bagley Assistant Vice President

I, SARA Crowley, a Notary Public in and for said County in said State, hereby certify that Darlene Bagley, whose name as Assistant Vice President of Federal National Mortgage Association, a corporation organized and existing under the laws of the United States, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 14 day of November, 19 83

Sara Crowley
Notary Public, Georgia at Large
My Commission Expires:
(SEAL)

(AL-1980) Notary Public, Georgia, State at Large
My Commission Expires May 19, 1987

Prepared by: Cindy A. del Carmen (NAME)
c/o Federal National Mortgage Association
100 Peachtree Street, N. W.
Atlanta, Georgia 30303