

REF LOAN # 044135-2

THIS INSTRUMENT WAS PREPARED BY:

Courtney H. Mason, Jr.  
P. O. Box 20814  
Birmingham, AL 35216

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 23rd day of May 19 84, by and between \_\_\_\_\_

Joyce M. Lollar (Sellers); REAL ESTATE FINANCING, INC.

(Lender); and Timothy Joseph Dunleavy and Stephanie

Joan Dunleavy (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 47,900.00 dated September 14, 1978, which Note is secured by a Mortgage of the same date recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Property Book 383, at

Page 364, securing the following described:

Lot 48, in Block 1, according to the Map of Oak Mountain Estates, Sixth Sector, as recorded in Map Book 5 page 102 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

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

WHEREAS, Sellers have conveyed or are about to convey the said real property described in said Mortgage to the Purchasers; 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.
2. Purchasers agree 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.
3. Purchasers agree to be bound by each and all of the terms and provisions of said Mortgage as though said Note and Mortgage, had originally been made, executed and delivered by Purchasers.
4. 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 under or on account of said Note and Mortgage.
5. That in this Agreement, the singular number includes the plural, and plural number includes the singular.

*Courtney H. Mason*

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6. That this Agreement applies to and binds all parties hereto and the respective heirs, devisees, administrators, executors, successors and assigns.

Timothy Joseph Dunleavy  
PURCHASER TIMOTHY JOSEPH DUNLEAVY

Joyce M. Lollar  
SELLER JOYCE M. LOLLAR

Stephanie Joan Dunleavy  
PURCHASER STEPHANIE JOAN DUNLEAVY

SELLER

STATE

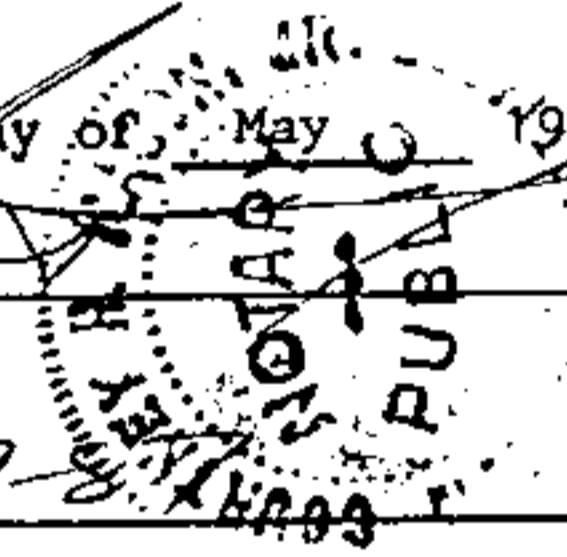
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, do certify that TIMOTHY JOSEPH DUNLEAVY and STEPHANIE JOAN DUNLEAVY, whose names are is 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 official seal this the 23rd day of May 19 84.

[Signature]  
NOTARY PUBLIC

4-9-84  
COMMISSION



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STATE

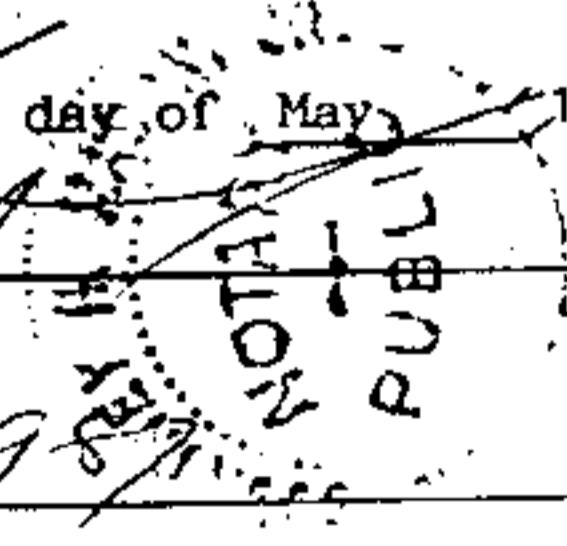
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Joyce M. Lollar and \_\_\_\_\_, whose names <sup>is</sup> ~~are~~ signed to the foregoing instrument and who <sup>is</sup> ~~are~~ known to me, acknowledged before me on this day that, being informed of the contents of said instrument, <sup>she</sup> ~~they~~ executed the same voluntarily on the day of the same bears date.

GIVEN under my hand official seal this the 23rd day of May 19 84.

[Signature]  
NOTARY PUBLIC

4-9-84  
COMMISSION



STATE OF MISSOURI  
I CERTIFY THIS INSTRUMENT  
1984 JUN -4 PM 3:29  
JUDGE

Rec. 300  
Ind. 100  
400