

704

ASSUMPTION OF MORTGAGE

THIS AGREEMENT, made this 7th day of May, 1984,
by and between City Federal Savings and Loan Association

and , party of the first part, hereinafter called "MORTGAGEE".
Joyce R. Hugensmith

party or parties of the second part, hereinafter called "BORROWER", and
O. Thomas Bolding

party or parties of the third part, hereinafter called "ASSUMPTOR",

WITNESSETH:

WHEREAS, BORROWER is indebted to MORTGAGEE under a certain note ("Note") dated February 18, 1976, in the principal amount of \$ 65,000.00 which said Note is secured by a mortgage ("Mortgage") of even date therewith, which said Mortgage is recorded in the office of the Judge of Probate of Shelby County, State of Alabama, in Mortgage Book 352, Page 393; and

WHEREAS, ASSUMPTOR is willing to assume the payment of the Mortgage indebtedness due and owing from BORROWER to MORTGAGEE, such assumption having been agreed to by and between BORROWER and ASSUMPTOR as partial consideration for the conveyance of the mortgaged premises by BORROWER to ASSUMPTOR; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and upon the express conditions that the lien of the aforesaid Mortgage held by MORTGAGEE is a valid, first and subsisting lien on said real property and that the execution of this agreement will not impair the lien of said Mortgage held by MORTGAGEE (for breach of which conditions, or either of them, this agreement shall not take effect and shall be void), it is hereby agreed as follows;

1. ASSUMPTOR hereby covenants, promises and agrees (a) to pay the Note at the times, in the manner and in all respects as therein provided, (b) to perform each and all of the covenants, agreements and obligations in said Mortgage to be performed by the mortgagor therein, at the time in the manner and in all respects as therein provided, and (c) to be bound by each and all of the terms and provisions of said Note and Mortgage as though the said Note and Mortgage had originally been made, executed and delivered by ASSUMPTOR; this agreement recognizing, however, the reduction, if any, of the principal amount of said Note and the payment of interest thereon to the extent of payments made by BORROWER, or for his account, prior to the date of execution of this agreement and all changes in rate as provided by the original Note and indicated in paragraph nine (9) of this agreement.

2. MORTGAGEE hereby waives the option to accelerate set forth in paragraph seventeen (17) of said Mortgage solely with respect to BORROWER and hereby releases BORROWER from all personal liability on said Note and Mortgage, except as expressly waived herein it is understood and agreed that the provisions of paragraph 17 of the Mortgage shall remain in full force and effect and be binding upon ASSUMPTOR.

3. BORROWER warrants and covenants that the deed of conveyance of the mortgaged premises contains a provision wherein ASSUMPTOR agrees to pay the full Note, and ASSUMPTOR warrants and covenants that it has purchased the mortgaged premises subject to said Mortgage and agrees to pay said Note.

HARRISON AND JACKSON

ATTORNEYS AT LAW

SUITE 320

2204 LAKESHORE DRIVE

BIRMINGHAM ALABAMA 35209

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230/F-555

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4. This agreement does not constitute the creation of a new debt or the extinguishment of the debt evidenced by said Note, nor does it in anywise affect or impair the lien of said Mortgage, which BORROWER and ASSUMPTOR hereby acknowledge to be a valid and existing first lien against the real property described in said Mortgage, and the lien of said Mortgage is agreed to have continued in full force and effect from the date thereof, unaffected and unimpaired by this agreement, and the same shall so continue until fully satisfied, BORROWER and ASSUMPTOR further acknowledge that there is no second mortgage or other subsequent lien now outstanding against the real property described in said Mortgage.

5. All of the real property described in said Mortgage shall remain in all respects subject to the lien, charge or encumbrance of said Mortgage, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by said Mortgage, or the priority thereof over other liens, charges, encumbrances or conveyances or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of said Note and/or Mortgage; nor shall anything herein contained or done in pursuance hereof affect or be construed to affect, any other security or instrument, if any, held by MORTGAGEE as security for or evidence of the aforesaid indebtedness.

6. The BORROWER hereby waives and relinquishes any and all rights or claims against MORTGAGEE for any money which may have been deposited or which may be on deposit with MORTGAGEE for the payment of real estate taxes and assessments, or hazard insurance premiums, if any.

7. Notwithstanding anything herein to the contrary, this agreement shall not affect or impair any representation in regard to any warranty of title heretofore made by the original borrower, all of which shall remain in force and inure to the benefit of the MORTGAGEE and any insurer of the title to said property or the lien of the Mortgage thereon.

8. In the event there is any judgement, or lien of any kind, or any encumbrance, right, title or interest against or in said property in favor of any party or parties not a party hereto as of the effective date of this agreement, or in the event the mortgaged property has not as of said date been duly conveyed by the BORROWER to the ASSUMPTOR, the agreement in favor of the BORROWER above stipulated shall be of no force or effect.

9. The Note is hereby amended as follows: (a) The principal balance outstanding on the Note as of April 27, 1984 is Fifty-One Thousand Four-Hundred-Sixty and 07/100-----Dollars (\$51,460.07) with interest paid to such date, which amounts BORROWER and ASSUMPTOR certify to MORTGAGEE are due without claim, defense or set off against MORTGAGEE. (b) The rate of interest on the unpaid principal balance from April 1, 1984 to May 1, 1984 shall be 9.25 % per annum, (c) The rate of interest on the unpaid principal balance calculated from May 1, 1984 and payable on June 1, 1984 until maturity shall be 13.125 per annum, (d) The monthly installments of principal and interest from and after June 1, 1984 shall be Seven-Hundred-Twelve and 76/100-----Dollars (\$ 712.76).

10. The word "Note" as used herein shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to the MORTGAGEE or assigned and/or endorsed to the MORTGAGEE; and the word "mortgage" shall be construed to mean mortgage, deed of trust, loan deed or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the MORTGAGEE as mortgagee, or made and delivered to some other mortgagee and purchased by the MORTGAGEE and now owned by the MORTGAGEE by virtue of an assignment to it. The "BORROWER" referred to herein may be an original maker of the note or any person obligated thereon by endorsement, assumption of the debt, or otherwise; but in no event shall the term be construed to include the ASSUMPTOR.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them as of the day and year first above written.

City Federal Savings & Loan
Mortgagee

BY: Louie A. Williams, Jr.
Mr. Louie A. Williams, Jr.
Senior Vice President

BY: O. Thomas Bolding
Assumptor
O. Thomas Bolding

Joyce R. Hugensmith
Borrower
Joyce R. Hugensmith
Borrower

O. Thomas Bolding
Assumptor

* * * * *

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STATE OF ALABAMA ss.

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 7th day of May, 19 84, by Joyce R. Hugensmith

[Signature]
Notary Public

My Commission expires: 9/24/85

* * * * *

STATE OF ALABAMA ss.

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 7th day of May, 19 84, by O. Thomas Bolding

[Signature]
Notary Public

My Commission expires: 9/24/85

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 JUN 14 AM 8:27

Rec. 4.50
Ad. 1.00

[Signature]
JUDGE OF PROBATE

STATE OF ALABAMA ss.

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 31 day of May, 19 84, by Mr. Louie A. Williams, Jr.

Faye Glover
Notary Public

My Commission expires: 11-21-87