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REF LOAN # 033066-2

THIS INSTRUMENT WAS PREPARED  
BY:

COURTNEY H. MASON, JR., P.A.

P. O. BOX 1007

ALABASTER, ALABAMA 35007

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 31ST day of MAY 19 84, by and between  
CHARLES BUCKINGHAM (Sellers); REAL ESTATE FINANCING, INC.  
(Lender); and SAMUEL M. RUSSELL and  
NORA D. RUSSELL (Purchasers); witnesseth as follows:

57 PAGE 148  
BOOK  
WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in  
the original sum of \$41,000.00 dated October 5, 1976, 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 \*\*, at  
Page \*\*, securing the following described:

Lot 28, in Block 2, according to the survey of Bermuda Hills, 1st Sector, as  
recorded in Map Book 6 page 1, in the Probate Office of Shelby County, Alabama;  
being situated in Shelby County, Alabama.

\*\*Mortgage recorded in Book 358 page 546; assigned to First Federal Savings & Loan Assoc.  
in Misc. Book 17 page 476 and corrected in Misc. Book 18 page 31  
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.

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

Samuel M. Russell  
PURCHASER

Nora D. Russell  
PURCHASER

Charles Buckingham  
SELLER

\_\_\_\_\_  
SELLER

STATE OF ALABAMA)

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, do certify that Charles Buckingham and N/A, whose names are 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 31st day of May 19 84.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1984 JUN 15 AM 11:08

Thomas W. Henderson, Jr.  
JUDGE OF PROBATE

NOTARY PUBLIC

COMMISSION

Rec. 300  
Ind. 100  
400

STATE OF ALABAMA)

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Samuel M. Russell and Nora D. Russell, whose names are 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 31st day of May 19 84.

NOTARY PUBLIC

COMMISSION