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ASSUMPTION AND RELEASE AGREEMENT
(With Release of Obligor's Liability)

THIS AGREEMENT, made and entered into in triplicate this 25th day of May, 1982, by and between The First National Bank of Birmingham, as Trustee under a Trust Indenture between said Trustee and Alabama Housing Finance Authority dated as of December 1, 1982, (hereinafter referred to as "Holder"), and Ward W. Weakley and Lesley D. Weakley

(hereinafter referred to as "Assumptor") and Michael V. Caruso and Deborah L. Caruso, (hereinafter referred to as "Obligor").

WITNESSETH THAT:

WHEREAS, Obligor has heretofore either executed and delivered or assumed and agreed to pay for valuable consideration that certain Promissory Note in the sum of Seventy-One Thousand and no/100----- Dollars (\$ 71,000.00), dated September 30, 1983, which said Note is secured by a Mortgage of even date therewith, recorded in Book 437, Page 233, of the official record of Shelby County, Alabama, and

WHEREAS, the aforesaid Note and Mortgage are currently held by Holder, and

WHEREAS, Assumptor is purchasing the property described in said Mortgage from Obligor and is willing to assume the payment of the obligations represented by said Note and Mortgage, and

NOW, THEREFORE, in consideration of the agreement and undertaking of Assumptor assuming and agreeing to pay the Note and to perform the covenants and obligations of said Mortgage securing said Note, as said Note and Mortgage are hereinafter modified, Holder hereby waives and relinquishes its right under the Mortgage to declare all sums secured by the Mortgage to be immediately due and payable by reason of the sale and transfer by Obligor to Assumptor. It is agreed and understood that this waiver and relinquishment applies only to said sale, and not to any future sales or transfers.

IT IS FURTHER UNDERSTOOD AND AGREED that Holder hereby releases the Obligor from further obligation of the aforesaid Note and Mortgage.

ASSUMPTOR HEREBY AGREES to pay the indebtedness evidenced by said Note as so modified and perform each and every obligation contained therein or in any instrument at any time given to evidence or secure said indebtedness, or any part thereof, and also to comply with any covenant, condition, or obligation contained in said Mortgage.

HOLDER, OBLIGOR AND ASSUMPTOR hereby agree that the unpaid principal balance on the said Note, as of May 25 1984, is Seventy Thousand Eight Hundred Twenty-Eight & 19/100 Dollars (\$ 70,828.19).

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note or Mortgage, or of the property involved in the Mortgage, from the effect thereof, nor to impair the right of sale provided for under the terms of the Mortgage or other remedy provided by law for the foreclosure of mortgages by action or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and/or conditions of the above mentioned Note and Mortgage, including modifications thereof, if any, shall remain in full force and effect without change, except as hereinabove otherwise specifically provided. The term mortgage, as used herein, shall refer to any mortgage, deed of trust, mortgage deed, or any similar security instrument.

Courtney Mason

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Michael V. Caruso
Michael V. Caruso Obligor
Deborah L. Caruso
Deborah L. Caruso Obligor

Ward W. Weakley
Ward W. Weakley Assumptor
Lesley D. Weakley
Lesley D. Weakley Assumptor

IN WITNESS WHEREOF, Holder has executed this Agreement this
25th day of May 1984.

ATTEST: The First National Bank of Birmingham,
as Trustee under a Trust Indenture
between said Trustee and Alabama
Housing Finance Authority dated as of
December 1, 1982
Holder

By: _____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1984 JUN 19 AM 9:08
JUDGE OF PROBATE

Rec 3.00
Jud 1.00
H.00

STATE OF Florida
COUNTY OF Broward SS:

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Michael V. Caruso and Deborah L. Caruso, personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument.

Thomas A. Fend
Notary Public

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 6 1985
BONDED IN FULL

STATE OF ALABAMA
COUNTY OF JEFFERSON SS:

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Ward W. Weakley and Lesley D. Weakley, personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument.

Thomas A. Fend
Notary Public

My commission expires: 4/9/87 STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

STATE OF ALABAMA
COUNTY OF JEFFERSON SS:

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared _____ personally known to me and known to me to be the _____ of The First National Bank of Birmingham, and who, being first duly sworn, did acknowledge execution of the foregoing instrument this _____ day of _____ 19 _____.

Notary Public

My commission expires:

COURTNEY H. HARRISON
P. O. BOX 10000
VESTAVIA, AL 35216
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