

1129
REF LOAN # 043144-5

THIS INSTRUMENT WAS PREPARED
BY:

Courtney H. Mason, Jr.

2032 Valleydale Road

Birmingham, AL 35244

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 19th day of July 19 84, by and between

Daniel E. Thomas (Sellers); Real Estate Financing, Inc.

(Lender); and Richard F. Downing and Helen L.

Downing (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 45,500.00 dated July 19, 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 380, at Page 772, securing the following described:

Lot 7, in Block 6, according to the survey of Navajo West Sector of Navajo Hills, as recorded in Map Book 5, Page 80, 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.

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BOOK
✓ Courtney Mason

heirs, devisees, administrators, executors, successors and assigns.

SELLER

SELLER

ShelbyCOUNTY

I, the undersigned, a Notary Public in and for said County in said State, do certify that Daniel E. Thomas and _____, 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 19th day of July 1984.

NOTARY PUBLIC

4/9/87

COMMISSION My Commission Expires April 9, 1987

Shelby COUNTY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Richard F. Downing and Helen L. Downing, 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 19th day of July 19 84.

NOTARY PUBLIC

4/9/87

COMMISSION My Commission Expires August 3, 1982

STATE OF ALA. SHELBY CO. 6
I CERTIFY THIS
INSTRUMENT WAS FILED
JUN 9 03

1984 JUL 23 AM 9 03

1984 382
Thomas G. Sullivan, Jr.
JUDGE OF PROBATE