

STATE OF ALABAMA )  
JEFFERSON COUNTY )

368

AFFIDAVIT

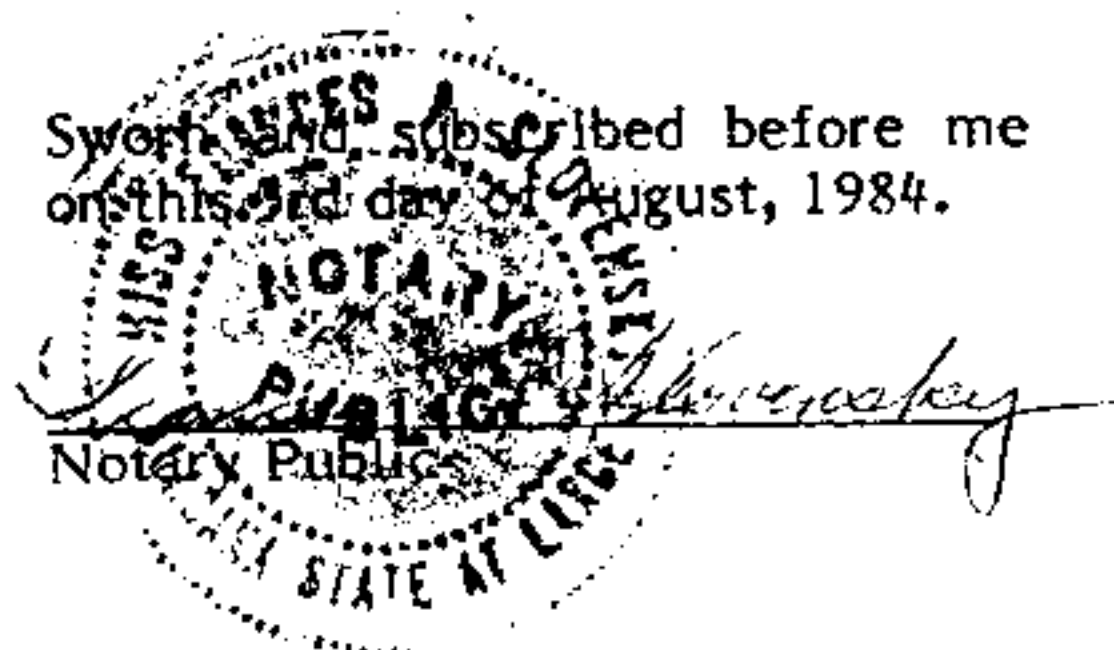
BEFORE ME, the undersigned authority, a Notary Public in and for said County in said State, personally appeared Claude McCain Moncus, whose name is signed to this Affidavit and who is known to me, and who by me first duly sworn deposes and says as follows:

That my name is Claude McCain Moncus and I am a practicing attorney in the City of Birmingham, State of Alabama. The attached copy of an Assumption and Modification Agreement, which copy is a true and correct copy of the original of the same, which Assumption and Modification Agreement was executed by all parties thereto on the dates as reflected thereon.

IN WITNESS WHEREOF, I have set my hand and seal this 3rd day of August, 1984.

  
Claude McCain Moncus - Affiant

Sworn and subscribed before me  
on this 3rd day of August, 1984.



Corky Moncus et al

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BOOK

## ASSUMPTION AND MODIFICATION AGREEMENT

THIS AGREEMENT, entered into by and among Charter Mortgage Company (hereinafter referred to as the "Lender"), and William L. Haines (hereinafter referred to as "Mortgagor"), and Robert J. & Elaine F. Bruenn (hereinafter referred to as "Purchaser"):

WHEREAS, Lender is the owner (or the agent of the owner) of a certain note (the "Note"), dated the 21st day of December, 1978, made by Louis D. Ash & Elizabeth P. Ash payable to the order of Charter Mortgage Company in the original principal amount of fifty three thousand one hundred dollars (\$ 53,150.00), which Note is secured by a deed of trust, security deed or mortgage, (the "Security Instrument") dated December 21, 1978, made by Louis D. Ash & Elizabeth P. Ash and duly recorded in Shelby County, Alabama, in Book 386, at Page 773; and

WHEREAS, Mortgagor wishes to sell and convey (or has sold and conveyed) its interest in the property described in the Security Instrument (the "Mortgaged Property") to Purchaser, and Purchaser wishes to assume and pay the Note and be bound by the terms of the Security Instrument;

NOW THEREFORE WITNESSETH:

THAT for and in consideration of the premises, the covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lender consents to the transfer of the Mortgaged Property from Mortgagor to Purchaser, on the condition that (i) all payments, including, without limitation, any unpaid late charges, which are necessary to bring the loan current, are paid; (ii) a policy of title insurance, or an endorsement to an existing policy is issued insuring the validity and first priority of the Security Instrument as of the time of the recordation of the instrument transferring the Mortgaged Property, and (iii) all other considerations and requirements of Lender, including, without limitation, those set forth in the Lender's instructions to the closing attorney, have been satisfied.

2. Purchaser, jointly and severally if more than one, assumes and agrees to pay the remaining principal amount owed on the Note, to-wit: \$ 51,475.73, and all interest and other charges hereafter accruing on the Note or under the Security Instrument, and agrees to be bound by, and personally liable to the owner of the Note under all of the terms and conditions of the Note and the Security Instrument to the same extent and in like manner as if Purchaser were the maker of the Security Instrument and the Note secured thereby, notwithstanding any failure of the Mortgagor to perform on warranties or covenants of title running from Mortgagor to Purchaser; provided, however, that interest on the remaining principal balance after June 1, 1983, shall accrue at the rate of thirteen percent (13%) per annum, in lieu of the rate of interest specified in the Note, but otherwise computed according to the terms of the Note; and that the new monthly payment for principal and interest shall be payable in consecutive monthly installments of \$ 578.60 on the 1st day of each month commencing June 1, 1983, plus the necessary monthly installment of taxes and insurance and Private Mortgage Insurance if required as provided in the Security Instrument.

\* Per Sheila Moore of Alliance Mortgage Company, Homewood, Al., the June 1983 was included in the closing and the first payment is due July 1983. We are presently waiting the correct payment book and schedule. Robert J. Bruenn 6/20/83

3. Mortgagor hereby assigns to Purchaser, subject to the provisions of the Note and Security Instrument, all rights in and to any escrow funds now held by Lender pursuant to the terms of the Note and Security Instrument for payment of taxes and insurance and Private Mortgage Insurance if required.

4. Mortgagor hereby represents and warrants to Lender that there have been no defaults under the Security Instrument.

5. Lender hereby releases Mortgagor from further liability under or in account of the Note and Security Instrument.

6. All the parties hereto further agree that, except as herein modified, the Note and the Security Instrument shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed and sealed this agreement or has caused the same to be executed in its name and behalf and its seal to be hereto affixed and attested by its proper officers, thereunto duly authorized, this 24th day of May, 1983.

ATTEST:

[Signature]  
W. MAGUIRE  
Assistant Secretary

METROPOLITAN LIFE INSURANCE COMPANY

15 TH DAY OF DEC 1983

By [Signature]  
James F. Hartnett  
Assistant Vice-President

[Signature]  
As to "Mortgagor"

[Signature]  
"Mortgagor" (Seal)

WILLIAM L. HAINES

[Signature]  
"Purchaser" (Seal)

As to "Purchaser"

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 24th day of May, by [Signature] President and [Signature] Secretary, respectively, of [Signature].

[Signature]  
Notary Public

My commission expires: 6-15-85

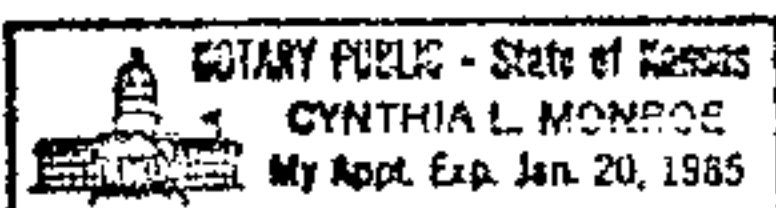
STATE OF Kansas

COUNTY OF Leavenworth

The foregoing instrument was acknowledged before me this 24th day of May, 1983, by William L. Haines.

[Signature]  
Notary Public

My commission expires:



STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

BE IT REMEMBERED, that on this 15 TH DAY OF DEC 1983 before me,  
the subscriber, a Notary Public of the State of New York personally appeared  
James P. Hartnett the Assistant Vice-President of  
Metropolitan Life Insurance Company  
who, I am satisfied, is the person who has signed the within instrument; and I  
having first made known to him the contents thereof, he thereupon acknowledged  
that he signed, sealed with the corporate seal and delivered the said instrument  
as such officer aforesaid; that the within instrument is the voluntary act and deed  
of said corporation, made by virtue of authority from its Board of Directors.

WITNESS my hand and official seal.

Diane Baldelli  
Notary Public

DIANE BALDELLI  
NOTARY PUBLIC, State of New York  
No. [REDACTED]  
Qualified in Kings County  
Certificate filed in Kings County  
Commission Expires March 30, 1985

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

1984 AUG -7 AM 10: 27

Thomas A. [REDACTED]  
JUDGE OF PROBATE

Rec 10.00  
Jud 1.00  
11.00