

REF LOAN # 019603 0THIS INSTRUMENT WAS PREPARED
BY:William H. Halbrook, AttorneySuite 820 Independence Plaza
Birmingham, AL 35209

ASSUMPTION AGREEMENT

THIS AGREEMENT made this day of Aug 1984, by and between
Jerry W. Wilson and Judith A. Wilson (Sellers); ~~Robert C. Goostree~~ Real Estate
finance (Lender); and Robert C. Goostree and
Shirley S. Goostree (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in
the original sum of \$ 38,900.00 dated 11 24 72, 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 227, at
Page 268, securing ~~the following described:~~ and ~~is recorded in~~ Mtg Book 327, page 481

Lot 13 according to the Survey of Indian Valley Fifth Sector
as recorded in Map Book 5, page 100 in the Probate Office of 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.

58 PAGE 222
BOOK

Wm. Halbrook

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

Robert C. Goostree
PURCHASER

Shirley S. Goostree
PURCHASER

Jerry W. Wilson
SELLER

Judith A. Wilson
SELLER

STATE

COUNTY

I, the undersigned _____, a Notary Public in and for said County in said State, do certify that Robert C. Goostree and Shirley S. Goostree; 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 6th day of Aug 19 84.
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 AUG 13 AM 10:01

Thomas A. Seavey, Jr.
JUDGE OF PROBATE

Rec. 500
Ind. 100
600

Winnie H. Halbrook
NOTARY PUBLIC

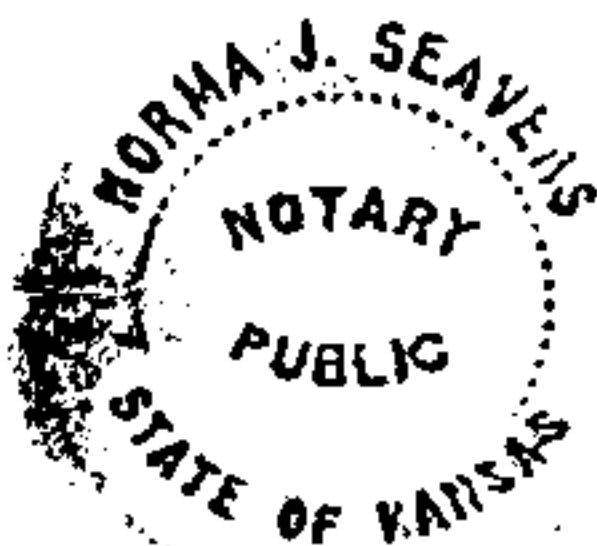
COMMISSION

STATE of Kansas

COUNTY Johnson

I, the undersigned _____, a Notary Public in and for said County in said State, do hereby certify that Jerry W. Wilson and Judith A. Wilson, 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 14th day of Aug 19 84.



Norma J. Seavey
NOTARY PUBLIC

Expires April 14, 1985
COMMISSION