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Claude McCain Moncus							
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Birmingham, AL 35205							

## ASSUMPTION AGREEMENT

THIS AGREEMENT made this 10th day of August 1984, by and between
John Allen Montgomery, Jr. and Cecilia K. Montgomery (Sellers); Real Estate Financing, Inc.
(Lender); and Mark C. Scalco and
Nancy T. Scalco (Purchasers); witnesseth as follows:
WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in
the original sum of \$ 56,600.00 dated August 7, 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 381 , at
Page 492 , securing the following described:
Lot 26, according to the Survey of Wagon Trace, as recorded in Map Book 6, Page 140, in the Office of the Judge of Probate 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.

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6. That this Agreement applies to and big	nds all parties hereto and the respective					
Many A Scales	ccessors and assigns.  Cc. Lia K Materialy  SELLER  John M. Materiany  SELLER  SELLER					
STATE ALABAMA						
COUNTY JEFFERSON						
I, the undersigned , a Notary Public in	and for said County in said State, do					
certify that Mark C. Scalco and Nancy	T. Scalco , 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 STATE OF ALL S	NOTARY PUBLIC 12/28/87 COMMISSION					
ESTATE ALABAMA						
COUNTY JEFFERSON						
I, the undersigned , a Notary Public in and for said County in said State, do						
hereby certify that John Allen Montgomery, Jr.	and Cecilia K. Montgomery, 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 cor	tents of said instrument, they executed					
the same voluntarily on the day of the same be	ears date.					
GIVEN under my hand official seal this the	NOTARY PUBLIC  12/28/87  COMMISSION					