

REF LOAN # 056114-2

THIS INSTRUMENT WAS PREPARED

BY:

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ASSUMPTION AGREEMENT

THIS AGREEMENT made this 16th day of August 19 84, by and between Richard
R. Weller & wife, Sally J. Weller (Sellers); Real Estate Financing, Inc.
(Lender); and Richard M. Canada ~~and~~
(Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in
the original sum of \$ 60,200.00 dated November 7, 1980, 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 407, at
Page 531, securing the following described:

Lot 21, Block 5, according to survey of Meadowlark, as recorded in
Map Book 7, Page 98 in the Probate Office 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 agrees 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 agrees 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.

PURCHASER Richard M. Canada

SELLER, Richard P. Weller, and

XPDROPHASEK

SELLER, Sally F. Weller, Wife

STATE OF ALABAMA)

JEFF. COUNTY)

GIVEN under my hand official seal this the 16th day of August, 1984

NOTARY PUBLIC

My Commission Expires 8-4-85
No. 28722

COMMISSION

STATE OF ALABAMA)

JEFF. COUNTY)

GIVEN under my hand official seal this the 16th day of August, 1984

NOTARY PUBLIC

My Commission Expires 8-4-85
No. 28722

COMMISSION

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

1984 AUG 20 AM 10: 53

Thomas C. Hamilton, Jr.
JUDGE OF THE COURT

Rec 5.00
Ind 1.00

6.00