REF LOAN # 056114-2

THI. BY:		RUMENT	r WA	S PREPARED	
V	John I	. Har	tm ai	ı, III	
	Suite	110 1	933	Montgomery	Hwy
	P. O.	Box 8	46		
	Birmin	ıgham,	AL	35201	
	TEL:	(205)	939	9-0590	

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ASSUMPTION AGREEMENT

THIS AGREEMENT made this 16th day of August 1984, by and between Richard
P. Weller & wife, Sally J. Weller (Sellers); Real Estate Financing, Inc.
(Lender); and Richard M. Canada xandk
(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
Page531, 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;

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.

WHEREAS, Sellers have conveyed or are about to convey the said real property

- 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.

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heirs, devisess, a	dministrators, executor	rs, successors and assigns.
PURCHASER Richard	M. Canada	SELLER, Richard P. Weller, and
		$A \cup A \cap A = A \cup A \cap A \cap$
XPORK XHAK YEAK	······································	SELLER, Sally Weller, Wife
STATE OF ALABAMA)	
JEFF. COUNTY	, ·	
I, <u>Tak-la, Ha</u>	مرسماس, a Notary Publ	ic in and for said County in said State,
	rd M. Canada xxxx	, whose names
		is
•		o xaxe known to me, acknowledged before n
		ents of said instrument, they executed t
same voluntarily or	the day of the same b	ears date.
GIVEN under my	y hand official seal th	is the 16th day of August 19 84
	 	Lep H +
	}	NOTARY PUBLIC
	! : :	My Commission Expires 8-4-85
	i ! :	COMMISSION No. 28722
	1	COMMISSION
STATE OF ALABAMA)	
JEFF. COUNTY)	; ;
I, John L.	المراحية a Notary Pub	lic in and for said County in said State
		and <u>Sally J. Weller, wife</u> , whose n
	j	d who are known to me, acknowledged befo
me on this day that	, being informed of the	e contents of said instrument, they exec
the same voluntaril	y on the day of the sar	ne bears date.
GIVEN under my	hand official seal the	is the <u>l6th</u> day of <u>August</u> 19.8
Married Control of Control of Control		Lace Hant To
		NOTARY PUBLIC
	* RTATE OF A A SOCIETY AN	My Commission Expires 8-4-85
	STATE OF ANAL SHELIBY CO.	
	I CERTIFY THIS	
	I CERTIFY THIS INSTRUMENT WAS FILED	COMMISSION Statement
	I CERTIFY THIS INSTRUMENT WAS FILED 1984 AUG 20 AN IO: 53	COMMISSION The ALL
	INSTRUMENT WAS FILED	(1))

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