

REF LOAN # 050574-3

1436

THIS INSTRUMENT WAS PREPARED

BY:

✓ David Tanner, Atty

P.O. Box 2593

Birmingham, Al 35202

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 26th day of July 1984, by and between John Francis Harrington and wife Carole Diane Harrington (Sellers); Real Estate Financing, Inc. (Lender); and John Brantley Woods and N/A (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 46,900.00 dated November 5, 1979, 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 398, at Page 156, securing the following described:

Lot 4, according to the map and survey of Oakdale Estates as recorded in Map Book 5, page 98 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.

BOOK 58 PAGE 464

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

James Brantley Woods
PURCHASER James Brantley Woods

PURCHASER

John F. Harrington
SELLER John Francis Harrington

Carole Diane Harrington
SELLER Carole Diane Harrington

STATE Alabama

COUNTY Jefferson

I, David Malcolm Tanner, a Notary Public in and for said County in said State, do certify that James Francis Harrington and wife Carole Diane Harrington, 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 26th day of July 19 84.

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

1984 AUG 28 AM 9:36

Thomas A. Harrington, Jr.
JUDGE OF PROBATE

David Malcolm Tanner
NOTARY PUBLIC
Expires 11-10-84

COMMISSION

RECORDING FEES

Recording Fee \$ 5.00

Index Fee 1.00

TOTAL \$ 6.00

STATE Alabama

COUNTY Jefferson

I, David Malcolm Tanner, a Notary Public in and for said County in said State, do hereby certify that James Brantley Woods and _____, 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 26th day of July 19 84.

David Malcolm Tanner
NOTARY PUBLIC

Expires 11-10-84

COMMISSION