

THIS INSTRUMENT WAS PREPARED  
BY:

Jim M. Sandefer

#4 Office Park, Suite 120

Birmingham, Alabama 35223

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 12th day of September, 1984, by and between Woodrow W. Mize, Jr. and Patricia R. Mize (Sellers); Taylor&Mathis of Alabama, Inc. Agent For 2154 Trading Corporation d/b/a Inverness (Lender); and Custom Crafted Homes, Inc. (Purchaser); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Mortgage Note in the original sum of \$12,600.00 dated 9/12/84, 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 2, at Page 183, securing the following described:

Lot 19, Block 2, according to the  
Plat of Woodford, a subdivision of  
Inverness as recorded in Map Book 8, Page 51,  
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 Purchaser; 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 Purchaser.
2. Purchaser 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. Purchaser 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 Purchaser.
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.

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

Custom Crafted Homes, Inc.  
PURCHASER

Woodrow W. Mize, Jr.  
SELLER - Woodrow W. Mize, Jr.

By: Gerald E. Mosley  
Its: President

Patricia R. Mize  
SELLER - Patricia R. Mize

STATE - Alabama

COUNTY - Shelby

I, the undersigned, a Notary Public in and for said County in said State, do certify that Woodrow W. Mize, Jr. and Patricia R. Mize and Gerald E. Mosley for Custom Crafted Homes, Inc., 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 12th day of September 1984.

Arthur B. Jackson  
NOTARY PUBLIC  
My Commission Expires 1990

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1984 SEP 14 PM 2:24  
Thomas A. Jackson, Jr.  
JUDGE OF THE EASE

Recd 5.00  
Ind 1.00  
6.00

BOOK 002 PAGE 188