

REF LOAN # 043772-3

THIS INSTRUMENT WAS PREPARED
BY:

Lamar Ham

3512 Old Montgomery Highway

Birmingham, AL 35209

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 28th day of Sept. 19 84, by and between Sidney C. Turner and Barbara H. Turner (Sellers); Real Estate Financing, Inc. (Lender); and John Truss and Marianne Truss (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 43,000.00 dated Sept. 27, 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 382, at Page 491, securing the following described:

Lot 18, according to the Amended Map of Riverchase West Dividing Ridge as recorded in Map Book 6, page 108 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.

✓ LAMAR HAM
ATTORNEY AT LAW
3512 OLD MONTGOMERY HWY.
BIRMINGHAM, ALABAMA 35209

BOOK 004 PAGE 710

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

Marianne H. Truss

PURCHASER

Barbara H. Turner

SELLER

John Truss

PURCHASER

Sidney C. Turner

SELLER

STATE Alabama

COUNTY Jefferson

I, the undersigned, a Notary Public in and for said County in said State, do certify that John Truss and Marianne Truss, 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 28th day of September 1984.

[Signature]
NOTARY PUBLIC

My Commission Expires November 9, 1985

COMMISSION

STATE Alabama

COUNTY Jefferson

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Sidney C. Turner and Barbara H. Turner, 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 28th day of September 1984.

[Signature]
NOTARY PUBLIC

My Commission Expires November 9, 1985

COMMISSION

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[Signature]
NOTARY PUBLIC

Rec. \$500
And 100
\$600