

REF LOAN # 069983-5

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 _____
William Antonacci and Theresa Antonacci (Sellers); Real Estate Financing, Inc.

(Lender); and Mary Jym Cutts and John Cutts

(Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in
the original sum of \$ 100,000.00 dated January 4, 1984, 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 441, at
Page 669, securing the following described:

Lot 247, according to Riverchase Country Club, Ninth Addition Residential Subdivision,
as recorded in Map Book 8 page 46 A & B 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

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

Mary Jym Cutts

PURCHASER

John Cutts

PURCHASER

William Antonacci

SELLER

Theresa Antonacci

SELLER

STATE Alabama

COUNTY Jefferson

I, the undersigned, a Notary Public in and for said County in said State, do certify that Mary Jym Cutts and John Cutts, 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.

STATE OF ALABAMA
I CERTIFY THAT
INSTRUMENT NO. 1000000000

1984 OCT -8 AM 11:56

Theresa Antonacci
JUDGE OF THE COURT

STATE of NEW YORK

COUNTY Westchester

COMMISSION
RECORDING FEES
Recording Fee \$ 500
Index Fee 100
TOTAL \$ 600

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that William Antonacci and Theresa Antonacci, 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 25 day of September 1984.

NOTARY PUBLIC

ANN M. T. 1000
Notary Public State of New York
No. 489
Qualified in Westchester County
Commission Expires 1985

COMMISSION

BOOK 004 PAGE 714