468

REF LOAN # 069983-5

THIS INSTRUMENT WAS PREPARED
BY:
Lamar Ham
3512 Old Montgomery Highway
Birmingham, AL 35209

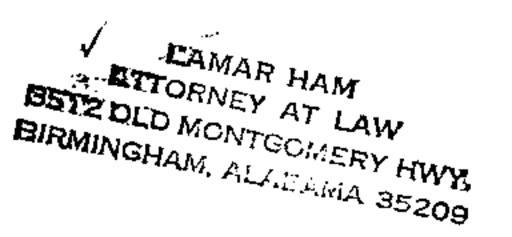
ASSUMPTION AGREEMENT

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.
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
described in said Mortgage to the Purchasers: NOW THEREFORE, in consideration of the

1. Lender does hereby consent to the sale and conveyance of the property conveyed under Mortgage by Sellers to Purchasers.

Spremises and of the agreement set forth herein, it is hereby agreed as follows:

- 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. $\sqrt{E_{AMAD}}$



6	6. That this Agreement applies to and binds all parties hereto and the respective heirs, devisess, administrators, executors, successors and assigns. Many June Loute PURCHASER PURCHASER PURCHASER SELLER SELLER SELLER 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
1	same voluntarily on the day of the same bears date.
5	GIVEN under my hand official seal this the 28th day of the Septemberg 84
•	NOTARY PUBLIC My Commission Expired November 9, 1985
\$	1984 OCT -8 AN II: 56 RECORDING FEES JUDGE FORM STATE OF NEW YORK RECORDING FEES Index Fee TOTAL
	COUNTY WISHORESTED # 600
	I, the undersigned, a Notary Public in and for said County in said State, do
	hereby certify thatWilliam Antonacci andTheresa 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
	NOTARY PUBLIC ANN M. THE ARR
	Notery Public State of Gent Vork No. 469
	COMMISSION COMMISSION