

STATE OF ALABAMA )  
SHELBY COUNTY )

ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the waiver by The First Bank of Alabaster of accrued Late Charges on Note #20538632, and the terms and conditions of this Assumption Agreement set out hereinbelow, the undersigned, DAVID LUTHER ALLEN and wife, PAMELA JENNINGS ALLEN, expressly assume and promise to pay those certain mortgages to The First Bank of Alabaster, from William T. Brashier and wife, Patricia Ann Brashier, and Lacy C. Cannon and wife, Freda Joan Cannon, dated September 30, 1978, and recorded in Book 383, Page 674, and re-recorded in Book 388, Page 968, in the Probate Office of Shelby County, Alabama, and the undersigned further assume and promise to pay that other certain mortgage to The First Bank of Alabaster, from William T. Brashier and wife, Patricia Ann Brashier, and Lacy C. Cannon and wife, Freda Joan Cannon, dated September 11, 1981, and recorded in Book 416, Page 76, in the Probate Office of Shelby County, Alabama, according to the terms and conditions of both of said mortgages and the indebtednesses thereby secured. The property securing said mortgages is situated in Shelby County, Alabama, and is more particularly described as follows, to-wit:

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A parcel of land located in the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, more particularly described as follows: Commence at the SW corner of said 1/4-1/4 section; thence in a northerly direction along the westerly line of said 1/4-1/4 section; a distance of 450.01 feet to the Point of Beginning; thence continue along last described course, a distance of 207.08 feet; thence 107 deg. 36 minutes right, in a southeasterly direction, a distance of 209.73 feet; thence 107 degrees 36 minutes left, in a northerly direction, a distance of 111.57 feet; thence 144 degrees 50 minutes 50 seconds right, in a southeasterly direction, a distance of 205.72 feet; thence 90 degrees left, in a northeasterly direction, a distance of 18.00 feet; thence 90 degrees right, in a southeasterly direction, a distance of 173.68 feet; thence 97 degrees 29 minutes 10 seconds right, in a southwesterly direction, a distance of 37.17 feet; thence 89 degrees 31 minutes left, in a southeasterly direction, a distance of 146.30 feet; thence 139

*J. Smyer, White*

degrees 32 minutes right, in a northwesterly direction, a distance of 504.92 feet to the Point of Beginning.

Warrior Hinkle, Inc. has foreclosed a mortgage on the subject property and the undersigned are, simultaneously with the execution of this Assumption Agreement, purchasing said foreclosed property from Warrior Hinkle, Inc., which is the property securing the above-recited mortgages. It is the purpose of this Assumption Agreement to allow the undersigned to assume the mortgages held by The First Bank of Alabaster as set out herein, on the same terms and conditions as the original mortgagors.

DONE this 18<sup>th</sup> day of October, 1984.

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David Luther Allen  
David Luther Allen

Pamela Jennings Allen  
Pamela Jennings Allen

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David Luther Allen and wife, Pamela Jennings Allen, whose names are signed to the foregoing Assumption Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Assumption Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of Oct, 1984.

(NOTARIAL SEAL)

J. O. R. L.  
Notary Public

My Commission Expires:  
8-27-86

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
1984 OCT 19 PM 12:00  
Thomas O. [Signature]  
JUDGE OF ECHEATE

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