

THIS INSTRUMENT WAS PREPARED
BY:
✓ Frank Bynum, Attorney at Law
2100 16th Avenue South
Birmingham, Alabama 35205

1211

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 12th day of October 19 84, by and between Bobby M. York and Carolyn A. York (Sellers); Real Estate Financing, Inc. (Lender); and Gary K. Fountain and Pam K. Fountain (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 60,800.00 dated May 19, 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 378**, at Page 457, securing the following described:

Lot 219, according to the Map of Chandalar South, Fifth Sector, as recorded in Map Book 6, Page 146, in the Office of the Judge of Probate of Shelby County, Alabama. Situated in 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.

** and transferred to Life Insurance Company of Georgia in Misc. Volume 26, Page 102 in said Probate Office.

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

Gary K. Fountain

PURCHASER Gary K. Fountain

Pam K. Fountain

PURCHASER Pam K. Fountain

Bobby M. York

SELLER Bobby M. York

Carolyn A. York

SELLER Carolyn A. York

STATE Alabama

COUNTY Jefferson

I, the undersigned, a Notary Public in and for said County in said State, do certify that Gary K. Fountain and wife, Pam K. Fountain, 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 October 19 84.

Maury E. Stender

NOTARY PUBLIC

5/14/88

COMMISSION

STATE Alabama

COUNTY Jefferson

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Bobby M. York and wife, Carolyn A. York, 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 October 19 84.

Maury E. Stender

NOTARY PUBLIC

5/14/88

COMMISSION

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 OCT 22 AM 9:53

Thomas A. Stender, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 5.00

Index Fee 1.00

TOTAL \$ 6.00