

THIS INSTRUMENT WAS PREPARED
BY:

LARRY L. HALCOMB ✓
 ATTORNEY AT LAW
 3512 OLD MONTGOMERY HIGHWAY
 HOMEWOOD, ALABAMA 35209

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 26th day of October 19 84, by and between Angelo Russo and Phyllis Russo (Sellers); Real Estate Financing, Inc. (Lender); and Dan P. Lucas and _____ (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 54,900.00 dated 1-7-81, 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~~ ^{Mortgage} Book 409, at Page 311, securing the following described:

Lot 15, Block 1, according to the Survey of WILDEWOOD VILLAGE - FIRST ADDITION, as recorded in Map Book 8, Page 38, 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.

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

Dan P. Lucas
PURCHASER Dan P. Lucas

PURCHASER

Angelo Russo
SELLER Angelo Russo

Phyllis Russo
SELLER Phyllis Russo

STATE OF ALABAMA

JEFFERSON COUNTY

I, Larry L. Halcomb, a Notary Public in and for said County in said State, do certify that Dan P. Lucas and _____, 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 26th day of October 19 84.
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED.

1984 OCT 30 AM 9:56

Larry L. Halcomb
NOTARY PUBLIC
My Commission Expires 1/23/86

COMMISSION

Thomas C. Sullivan, Jr.
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$ 5.00
Index Fee 1.00
TOTAL \$ 6.00

STATE OF ALABAMA

JEFFERSON COUNTY

I, Larry L. Halcomb, a Notary Public in and for said County in said State, do hereby certify that Angelo Russo and Phyllis Russo, 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 26th day of October 19 84.

Larry L. Halcomb
NOTARY PUBLIC
My Commission Expires 1/23/86

COMMISSION